
**State of Connecticut, Department of Information Technology
Connecticut Integrated Vehicle and Licensing System (“CIVLS”)
Modernization Program - Reference No. 08ITZ0069MA**

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SCHEDULES AND ATTACHMENTS

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This Agreement, made in accordance with Sections 4d-2 and 4d-8 of the Connecticut General Statutes, (together with any and all addenda, exhibits, schedules, attachments and documents incorporated herein by reference, this “Agreement”) is made by and between the **STATE OF CONNECTICUT** acting herein by its Department of Information Technology, with offices located at 101 East River Drive, East Hartford, Connecticut 06108, and **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION** (“SAIC” or “The Contractor”), a Delaware corporation authorized to conduct business in the State of Connecticut, with an office located at 10260 Campus Point Drive, San Diego, CA 92121, c/o Defense and Maritime Solutions, 2877 Guardian Lane, Virginia Beach, VA. 23452 (Federal Tax I.D. 95-3630868). This Agreement shall not be effective, unless and until approved, as to form, by the Office of the Attorney General.

Whereas, the State issued Request for Proposals for Connecticut Integrated Vehicle and Licensing System #08ITZ 0069 on July 31, 2008, (together with and including all schedules, exhibits and addenda attached thereto and the contents of the Resource CD made available by DMV , the “RFP” or “Request for Proposals”);

Whereas, the RFP solicited proposals for an integrated vehicle and licensing system, in order to better serve Connecticut’s citizens, and DMV stakeholders and business partners, including by producing visible and measurable improvements to the delivery of DMV products and Services to the public;

Whereas, Contractor submitted a written response to the RFP (together with and including all supporting documents, plans and other materials the “Proposal”); and,

Whereas, the State has agreed to negotiate an Agreement with the Contractor on the basis of the Contractor’s response to the RFP.

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

1. DEFINITIONS.

As used herein, the following words, phrases and abbreviations shall have the following meanings:

1.1. “3M Software” means the 3M Motor Vehicle Systems Software together with all related documentation that is delivered to the State or created by the 3M Company and made generally available to its customers. Except as expressly provided herein, the 3M Software includes 3M Source Code.

1.2. “Acceptance”, means that the State has confirmed in writing that a Deliverable or the Contractor’s performance of Services meets all the requirements of this Agreement. The Acceptance Test and evaluation criteria and the Acceptance Period for all necessary elements of CIVLS are set forth in §9 herein.

1.3. “Acceptance Period” means the period of time during which the State may perform Acceptance Testing and evaluation prior to confirming or

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declining a Service or Deliverable.

1.4. “Acceptance Test” means the written instrument containing criteria and procedures used by the State to confirm or decline Acceptance.

1.5. “Administration Services” means providing the administration activities for the CIVLS application system. These activities include the following: Performance of application configuration activities; Provision of initial troubleshooting when application problems are reported; monitoring of the operation of the application system – including availability, performance and backup of the system components; performance of operational tasks if needed - including data recovery and system startup/shutdown; creation and maintenance of user profiles and accounts; maintenance of the application software by providing periodic updates and fixes; monitoring of security compliance by reviewing security logs and reports; and, ensuring the well-being of the application system

1.6. “Application Support” means all Services provided for Help Desk Tier 2 and Tier 3 support as set forth in Schedule C.

1.7. “Attorney General” means the Office of the Attorney General, State of Connecticut.

1.8. “Authority” means the authorizing agency of the State for this procurement, which is DOIT.

1.9. “Conn. Gen. Stat.” means the Connecticut General Statutes, as amended from time to time.

1.10. “CIO” means the Chief Information Officer of DOIT.

1.11. “CIVLS” means the Connecticut Integrated Vehicle and Licensing System to be delivered by Contractor pursuant to this Agreement, which includes, without limitation, all Deliverables. CIVLS, in its entirety, may also be referred to as the “System”.

1.12. “CIVLS Solution Requirements” means the functional and non-functional requirements for CIVLS attached hereto and made a part hereof as Schedule A - Part 2.

1.13. “Claims” means all actions, suits, claims demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.14. “Commissioner” means the Commissioner of the Department of Motor Vehicles. The term “Commissioner” shall include any Person designated by the Commissioner to act for or on behalf of the Commissioner.

1.15. “Confidential Information” has the meaning set forth in §14.6.1 of this Agreement.

1.16. “Contracting Agency” as used herein, shall mean the Department of Information Technology of the State of Connecticut.

1.17. “Contract Administrator” means the administrator of the Contract, appointed by the State.

1.18. “CPD” means the Contracts and Purchasing Division of DOIT.

1.19. “Contractor” shall have the meaning set forth in the preamble above.

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1.20. “Contractor Parties” means Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees, Subcontractors or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under this Agreement in any capacity.

1.21. “Contractor Works” means materials, inventions, ideas, information, improvements, mask works, works of authorship and any other work product that (a) were created, developed, made, conceived and reduced to practice by Contractor or a third party prior to this Agreement, and (b) are expressly identified as “Contractor Works” in the Attachment 6 of Schedule A and represented by Contractor to be preexisting Contractor Works.

1.22. “Corrective Action Plan” means the Contractor’s plan to correct or resolve deficiencies in its performance of this Agreement or CIVLS in accordance with the relevant provisions of this Agreement; including but not limited to §§3.8.5.2, 6.10.2.3, 9.3.3 and 14.6.4.

1.23. “Day” means all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which state offices in the State are closed.

1.24. “Deliverable” as used herein, shall mean any materials or products to be provided by Contractor pursuant to this Agreement, whether produced by the Contractor or by a third party as a supplier or Subcontractor to the Contractor, including, without limitation, all Work Product, Contractor Works, Licensed Software, Hardware, Documentation and the items listed in the Product Schedule (Attachment 2 of Schedule A) whether purchased by the State or the Contractor and delivered to the State.

1.25. “Department” or “DMV” means the Department of Motor Vehicles of the State of Connecticut.

1.26. “Documentation” means user manuals, instructions, systems, programming and technical documentation and other written materials to be delivered by Contractor pursuant to this Agreement.

1.27. “DOIT” means the Department of Information Technology of the State of Connecticut.

1.28. “DPPA” means the Driver Privacy Protection Act as set forth in Title 18 of the United States Code and adopted into Connecticut law by virtue of the provisions of Conn. Gen. Stat. §14-10.

1.29. “Due Diligence” includes all of the responsibilities of the Contractor as set forth in §3.2 of this Agreement.

1.30. “Expiration” means an end to the Contract due to the completion in full of the mutual performance of the parties or due to this Agreement’s term being completed.

1.31. “FOI” or FOIA” means the Connecticut Freedom of Information Act, as amended, together with all regulations promulgated thereunder, from time to time (Conn. Gen. Stat. §§1-200 et seq.).

1.32. “Governmental Authority” means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality, including the United States government and the State.

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1.33. “Hardware” means any hardware (listed in the Product Schedule (Attachment 2 of Schedule A) whether purchased by the State or the Contractor and delivered to the State), including, without limitation, peripheral devices, to be delivered by Contractor pursuant to this Agreement.

1.34. “Holdback” means surety funds withheld from payments to the Contractor as set forth in §7.2.3 of this Agreement.

1.35. “Intellectual Property Rights” means all copyrights, trademarks, trade secrets, know-how, patents, patent applications, continuations, continuations in part, divisions, reissues and extensions, all foreign counterparts, mask work rights and all other proprietary and intellectual property rights throughout the world.

1.36. “IT” means information technology.

1.37. “Licensed Software” means commercially available off-the-shelf software (“COTS”) or modifiable off-the-shelf software (“MOTS”) owned by Contractor or a third party, which software is expressly identified in the Product Schedule (Attachment 2 to Schedule A) and delivered to the State whether purchased by the State or the Contractor and delivered to the State. Licensed Software expressly includes the 3M Software.

1.38. “Maintenance and Support Services” shall have the meaning set forth in §10 of this Agreement and Schedule C attached hereto and made a part hereof pertaining to Help Desk Support Services.

1.39. “Maintenance Period” shall have the meaning set forth in §6.2 of this Agreement.

1.40. “MMD” means major milestone deliverable.

1.41. “PDF” means Portable Document Format.

1.42. “Person” means an individual, partnership, corporation, business trust, trust, firm, limited liability company, limited liability partnership, joint stock company, corporation, unincorporated association, society, governmental subdivision, agency or public or private organization or entity.

1.43. “Product Schedule” (Attachment 2 to Schedule A) which is attached hereto to and made a part of this Agreement, means that document which describes the hardware, software and peripheral components, unit pricing, and price schedules and terms available for purchase by the State in accordance with the provisions of this Agreement.

1.44. “Project” means any and all activities and requirements necessary to implement and complete CIVLS, as described in this Agreement.

1.45. “Project Administrator” means the individual appointed by the State who has overall authority for the Project.

1.46. “Project Implementation Summary” means that high-level summary of the Project Plan which itemizes the SVP findings and requirements, project schedule, payment milestones, Releases, phases, and Deliverables arranged by date of completion, including where checkpoints are to be taken to assure the State that the provision of Deliverables and Services is proceeding according to schedule. This summary shall include all agreed upon invoice amounts associated with each payment milestone. The Project Implementation Summary is attached hereto and made a part hereof as Attachment 1 to Schedule A.

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1.47. “Project Manager” means the Contractor’s Project Manager.

1.48. “Project Plan” means the detailed guiding document and work-plan for the Project, including all time-lines and resource allocations.

1.49. “Proposal” shall have the meaning set forth in the Whereas clauses, above.

1.50. “Purchase Order” means the written authorization, by the State, for the Contractor to proceed in accordance with the provisions of §6.5.

1.51. “Public Record” shall have the meaning ascribed to “Public Records or Files” set forth in Conn. Gen. Stat. § 1-200 et seq., as it may be modified from time to time. Whenever used in this Agreement the term “Public Records” should be construed to include Conn. Gen. Stat. § 1-210, pertaining to “Access to public records” and “Exempt records”, including but not limited to the provisions pertaining to “Trade secrets” and “Commercial or financial information given in confidence, not required by statute” and “Records of standards, procedures, processes, software and codes, not otherwise available to the public, the disclosure of which would compromise the security or integrity of an information technology system”;

1.52. “Records” means all working papers and such other information and materials as may have been accumulated by the Contractor in performing this 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.

1.53. “Release” means a portion or segment of the Project, including the complete system development life-cycle and all of the work necessary to define, design, develop, test and deploy into a production environment a major subcomponent or Deliverable of the System. Releases shall also include all systems integration, data conversion, training and cutover work along with go-live activities and transitioning the system into operations. The Releases are set forth in the Project Implementation Summary. The Releases shall be more particularly set forth in this Agreement, the Schedule of Services, the Project Implementation Summary and the Project Plan)

1.54. “Request for Proposals or “RFP” shall have the meaning set forth in the preamble, above.

1.55. “Schedule of Services” means Schedule A attached hereto and made a part hereof and all attachments appended thereto, which set forth the scope of Services required for CIVLS. The Schedule of Services shall be comprised of three parts and the attachments thereto, as follows: Part 1 – Approach; and Part 2 – CIVLS Solution Requirements.

1.56. “Service(s)” means all services to be provided by Contractor pursuant to this Agreement, including, without limitation, software development, software integration, administrative services, maintenance services, consulting services, training services, data warehousing, operations, support and any other services specified in the Schedule of Services, whether provided by the Contractor or by a third party as a supplier or Subcontractor to the Contractor.

1.57. “Service Level Credit(s)” means credits assessed by the State against a Contractor Invoice for performance violations as described in Schedules E and F hereof.

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1.58. “Solution Validation Phase” (“SVP”) means the first phase of the Modernization Process which will both demonstrate and validate how CIVLS will fulfill the Solution Requirements as further set forth in this Agreement and the Schedule of Services.

1.59. “Source Code” means the full source code, human-readable statement of the applicable software, including, without limitation, the product source code, build source code and build executables and documentation necessary to allow the State to use, install, execute, perform, reproduce, display, modify, create derivative works of, and maintain the applicable software.

1.60. “State” shall mean the State of Connecticut.

1.61. “Subcontractor” means any Person (other than employees of the Contractor) hired by Contractor, subject to the approval of the State, to do any of the work or provide any of the Services described in this Agreement.

1.62. “Term” shall have the meaning set forth in §6 of this Agreement.

1.63. “Termination” means an end to the Agreement prior to the end of its agreed Term. Termination may also include, in its proper context, the Expiration of the Term of the Agreement.

1.64. “Warranty Period” means (a) for each Deliverable, the time period beginning on delivery of such Deliverable and continuing for twelve months after the State’s final Acceptance of CIVLS, in its entirety, and (b) for CIVLS, in its entirety, the time period beginning on the State’s final Acceptance of CIVLS and continuing for twelve months thereafter

1.65. “Upgrades shall have the meaning set forth in §10.2 of this Agreement.

1.66. “Work Product” means all materials, inventions, ideas, information, improvements, mask works, works of authorship and any other work product created, developed, made, conceived, reduced to practice or delivered by Contractor in connection with this Agreement, in whole or in part, solely or in collaboration with others, including, without limitation, the Deliverables, and all intermediate and partial versions thereof, as well as all reports, architecture reviews, design and implementation plans, computer software, documentation and drawings, notes, outlines, and the like created in connection therewith; provided, that, Work Product expressly excludes Contractor Works and Licensed Software.

2. ACRONYMS.

Additional acronyms used pertaining to CIVLS are outlined in project documents under the control of the Project Administrator.

3. THE CONTRACTOR.

The Contractor shall be the State’s sole point of contact and shall be responsible to deliver all Deliverables and perform all Services under this Agreement. The Contractor shall be entirely responsible for all actions and work performed by its Subcontractors.

3.1. Authorized to Work on Project.

3.1.1. The Contractor certifies, warrants and represents that all Contractor Parties are legally authorized to perform work under this

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Agreement, in accordance with all applicable state and federal guidelines, policies, mandates and statutes and further attests, under penalty of perjury, that all proposed personnel assigned by the Contractor or any approved Subcontractor staff, whether identified by name in this Agreement or not, are one of the following: (a) a citizen or national of the United States; (b) a lawful permanent resident; or, (c) otherwise authorized to work in the United States until such individual's responsibilities have been fulfilled.

3.1.2. The Contractor certifies warrants and represents that each individual assigned at any time to perform work under this Agreement will be in compliance with the requirements of this section and agrees, that the State has the right to audit the Contractor's Records for compliance with this section.

3.1.3. The Contractor further certifies warrants and represents that all work performed under this Agreement, regardless of by whom, shall be performed within the borders of the United States.

3.1.4. The Contractor understands and acknowledges that all Contractor Parties and Subcontractor personnel shall be subject to all applicable federal, State, CJIS and DOIT security procedures and protocols.

3.2. Due Diligence.

3.2.1. The Contractor represents that, during the procurement process, it conducted its Due Diligence by examining and becoming thoroughly familiar with each of the elements of the existing State systems, as described in the RFP, without limitation, including the: physical items, facilities, Services and functions essential to the satisfactory implementation and operation of CIVLS and the Services to be provided pursuant to this Agreement. The Contractor acknowledges that the representations set forth in §8.2 of the RFP are hereby reaffirmed in this Agreement for the duration of the Agreement; including any Warranty Period and Maintenance Period.

3.2.2. The Contractor represents that Contractor does not believe that there were any discrepancies or inaccuracies in the information assembled in the RFP, any Schedules thereto, observations and any information otherwise provided by the State.

3.2.3. Contractor certifies, warrants and represents that it had the opportunity to:

3.2.3.1. Review all relevant physical items, facilities, Services and functions essential to the satisfactory implementation and operation of CIVLS. Further, Contractor certifies, warranties and represents that all such items, facilities, Services and functions are included in this Agreement and there are no discrepancies in the design of CIVLS that would impede the successful operation of CIVLS, or any phase thereof;

3.2.3.2. Ask questions as seen fit, throughout the Proposal submission and contract negotiation periods, pertinent to CIVLS, the capacity of the State to achieve its objectives, the available Due Diligence resources, and to review other proposers' questions and

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respective responses by the State; and,

3.2.3.3. Conduct all Due Diligence prior to the submission of its Proposal and/or its negotiation and execution of this Agreement.

Any additional costs, Services or deliverables resulting from the failure of the Contractor to complete Due Diligence prior to submission of its Proposal and/or the execution of this Agreement shall be borne by the Contractor.

3.2.4. Contractor certifies, warrants and represents that:

3.2.4.1. Its failure to investigate and verify facts shall, in no way, be cause for future Claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.2.4.2. No additional licenses or authorizations are necessary to accomplish implementation of CIVLS with the exception of those expressly identified in Attachment 3 of Schedule A. However, in the event additional license or authorizations are necessary, the Contractor shall pay for all permits, licenses and fees, give all required or appropriate notices and comply with all applicable federal, state and/or municipal laws or regulations.

3.2.4.3. It is responsible for all aspects of CIVLS design, including verification of data relating to the design requirements and specifications, and hereby confirms that CIVLS is and will be designed in accordance with the requirements and specifications of the RFP and this Agreement;

3.2.4.4. It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall be responsible for any costs that may result during the implementation of any CIVLS Release or any component thereof, including, but not limited to, adherence to design requirements and specifications, pricing, transition plans and migration strategy; and,

3.2.4.5. It has been responsible for specifying any changes and disclosing any new costs prior to the execution of this Agreement. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the implementation of any CIVLS Release or any component thereof, the sole responsibility for any design modification, delay and costs of such changes shall reside with the Contractor. The Contractor shall be responsible, at its sole cost and expense, for any additional Deliverables, products or Services necessary to meet the specifications and requirements of this Agreement.

3.3. Contractor Responsibility.

3.3.1. The Contractor certifies, warrants and represents that:

3.3.1.1. It is fully experienced and properly qualified to

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perform the Services required by this Agreement, and that it is properly licensed, equipped, organized and financed to perform such Services.

3.3.1.2. In the performance of this Agreement, it will act as an independent contractor, maintaining complete control over its employees and all of its Subcontractors and other Contractor Parties.

3.3.1.3. It shall furnish fully qualified personnel to perform its obligations under this Agreement.

3.3.1.4. It shall perform all Services in accordance with the provisions of this Agreement and in compliance with all applicable laws and regulations.

3.3.1.5. It is not executing this Agreement as a joint venture and accordingly, it:

3.3.1.5.1. Assumes full responsibility for the delivery, installation and integration of CIVLS and related Services identified in this Agreement whether or not the equipment, software, products and/or Services are manufactured, produced or provided by the Contractor;

3.3.1.5.2. Agrees to perform the Services as an independent contractor and not as an agent or employee of the State. The Contractor may not subcontract to any work under this Agreement to any Person except with the prior written approval from the State;

3.3.1.5.3. Agrees that it shall be wholly responsible for the entire performance of this Agreement whether or not Subcontractors are used; and,

3.3.1.5.4. Agrees that the State shall be named as a third party beneficiary in all subcontracts.

3.3.1.6. The Services rendered by the Contractor to the State hereunder do not and will not in any way conflict with other contractual commitments with or by the Contractor.

3.4. Representations and Warranties.

The Contractor certifies, represents and warrants to the State that:

3.4.1. It is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State in the manner contemplated by this Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement; The Contractor shall provide the following to the State, prior to the execution of this Agreement:

3.4.1.1. a Certificate of Legal Existence or Good Standing in the

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State of organization, as applicable, and a Certificate of Authority and Good Standing in the State of Connecticut;

3.4.1.2. a tax clearance statement from the Department of Revenue Services of the State of Connecticut, which shall be updated within sixty (60) Days of the execution of this Agreement;

3.4.1.3. a statement from the Department of Labor of the State of Connecticut regarding employee contributions, which shall be updated within sixty (60) Days of the execution of this Agreement; and,

3.4.1.4. a certified resolution or Secretary's certificate of authority and incumbency.

3.4.2. It will comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Agreement, including, but not limited to (a) Conn. Gen. Stat. Title 1, Chapter 10, concerning the State's Codes of Ethics and (b) Title 4a concerning State purchasing, including, but not limited to Conn. Gen. Stat., §22a-194a concerning the use of polystyrene foam;

3.4.3. The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (a) any provision of law; (b) any order of any court or of the State; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

3.4.4. It has not employed or retained any Person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and it has not paid or agreed to pay any Person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement or any assignments made in accordance with the requirements of this Agreement;

3.4.5. To the best of its knowledge, there are no Claims involving the Contractor, applicable Contractor Parties, its partners or Subcontractors that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement;

3.4.6. It shall disclose, to the State in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement, no later than ten (10) Days after becoming aware or after it should have become aware of any such Claims.

3.4.7. Its participation in the solicitation process was not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

3.4.8. The Proposal underlying the award of this Agreement, was not

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made in connection or concert with any other Person or proposer, including any affiliate of the Contractor, submitting a proposal in response to the RFP, and is in all respects fair and without collusion or fraud;

3.4.9. It did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance and no employee of the State participated directly or indirectly in the Contractor's preparation of the Proposal;

3.4.10. It did not utilize the services of or benefit from the involvement of any elected or appointed official or employee of the State who has or will benefit financially or materially from this Agreement and the procurement prior thereto; accordingly, the Contractor acknowledges that this Agreement and any other award arising from the 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 Contractor, its agent(s), representative(s) or employee(s).

3.4.11. It is able to perform under this Agreement using its own resources or the resources of a Subcontractor expressly approved by the State in connection with this Agreement;

3.4.12. It shall obtain in a written agreement with any Contractor Parties, all of the representations and warranties in this section, and require that that provision be included in any contracts and purchase orders with such Contractor Parties;

3.4.13. It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

3.4.14. It has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

3.4.15. It owes no unemployment compensation contributions;

3.4.16. It is not delinquent in the payment of any taxes owed, or, it has filed a sales tax security bond, and has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

3.4.17. It accepts full responsibility for payment of unemployment insurance, workers' compensation, and social security, as well as all income tax deductions, and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement.

3.4.18. All of its vehicles have current registrations and insurance and, unless such vehicles are no longer in service, it shall not allow any such registrations or insurance to lapse;

3.4.19. It shall require each Subcontractor to fully comply with and perform its services in accordance with all of the applicable terms and conditions of this Agreement and the requirements of the laws of the State and that all appropriate parties shall also provide, no later than fifteen (15) Days after receiving a request from the State, such information as the State may

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require to evidence, in the State's sole determination, compliance with this section;

3.4.20. Except to the extent otherwise provided in §14 of this Agreement, all title to all Deliverables other than the Licensed Software and the Contractor Works shall pass to the State upon delivery;

3.4.21. It shall not copyright, register, distribute or claim any rights in or to Deliverables other than the Contractor Works and Licensed Software without the State's express prior written consent;

3.4.22. CIVLS will be comprised of commercially available and/or proprietary products (e.g., software, hardware and operating systems) that are, as of the date of this Agreement, currently manufactured and/or available for general sales, lease, or licenses. Any proprietary products or commercially available products that must be modified in order to meet the requirements of this Agreement have been expressly identified as such in the Schedule of Services attached hereto and made a part of this Agreement.

3.4.23. Prior to transfer to the State, it either owns or has the authority to use all title in and to the Deliverables, and such title is not the subject of any encumbrances, liens or Claims of ownership by any third party;

3.4.24. The Deliverables, at the time of delivery to the State, will not infringe or misappropriate any patent, trade secret or other Intellectual Property Right of any Person;

3.4.25. The State's use of any Deliverables shall not infringe or misappropriate any copyright, patent, trade secret or other Intellectual Property Right of any Person, if modified by the Contractor or by the State, in accordance with the express written instructions of the Contractor which the Contractor shall provide to the State; and,

3.4.26. It shall assign or otherwise transfer to the State, or afford the State the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the State.

3.5. Debarment or Suspension.

3.5.1. The execution of this Agreement by the Contractor shall constitute certification that, to the best of its knowledge and belief, the Contractor and any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than five (5%) percent of the Contractor:

3.5.1.1. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Governmental Authority.

3.5.1.2. Except as expressly provided in Schedule B of this Agreement, has not within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against

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him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract for a Governmental Authority, violation of federal or state antitrust statutes, including but not limited to any and all Claims under the Federal False Claims Act, or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or violating federal criminal tax laws, or receiving stolen property. The Contractor shall provide periodic updates of all such cases and conditions listed in Schedule B hereof at the time of Contract execution and shall provide updates to Schedule B of this Agreement as required by and consistent with the disclosure requirements under its U.S. Federal contract business and the Securities and Exchange Commission.

3.5.1.3. Except as set forth in Schedule B hereof, is not presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses enumerated in paragraph 3.5.1.2 above and,

3.5.1.4. Has not within a five (5) year period preceding this Agreement had one or more transactions for a Governmental Authority terminated for cause for default.

3.5.1.5. Has not within a five (5) year period preceding this Agreement filed for bankruptcy nor is bankruptcy presently or imminently threatened.

3.5.2. The Contractor agrees to ensure that the following certification be included in each applicable purchase order and any contract with any Subcontractor:

3.5.2.1. The undersigned certifies, by signing below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Governmental Authority.

3.5.3. Failure of the Contractor to act, inform and certify in accordance with this Section 3.5 may constitute a material breach of this Agreement, which will be addressed as provided in Section 6.8.2.

3.6. Contractor Misrepresentation or Default.

The State may terminate this Agreement, without penalty, in the event it has reason to believe that the Contractor made any material misrepresentations in its Proposal or breaches any certifications, representation, warranties or covenants set forth in the Agreement or defaults on any other State contract.

3.7. Contractor Changes.

The Contractor shall notify the State, in writing, of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under this Agreement no later than thirty (30) Days from the effective date of the change. No such change shall relieve the Contractor of any

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responsibility for performance of this Agreement, including, without limitation, as to the accuracy and completeness of the performance. The State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the State’s satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under this Agreement. The Contractor shall deliver such documents to the State in accordance with the provisions of the State’s written request. The State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The Contractor shall provide the State with notice of or a copy of all annual and quarterly reports as well as Form 8-K filings within 2 (two) business days of SAIC, Inc. making SEC filings of the referenced documents. The death of any Contractor partner or Subcontractor as applicable, shall not release the Contractor from the obligation to perform under this Agreement; the Contractor shall continue to perform under this Agreement until it is fully performed.

3.8. The Project Team, Key Personnel and Approved Subcontractors.

3.8.1. Organization of the Project Team. The State and the Contractor shall be mutually responsible for organizing a Project team consisting of the Contractor’s personnel and State personnel. The Contractor shall provide documentation (including a graphical representation) of the Project team organization for the Project. The Contractor shall have no supervisory or other control over any State personnel.

3.8.1.1. Contractor Project Team Members. The Contractor will provide a Project Manager and a fully qualified backup, with appropriate skills and experience, for the entire duration of the Project and will not substitute or assign personnel to the Project unless the State reviews the qualifications of the new individual and the Project Administrator approves the replacement as shall be set forth in this Agreement. Such approval shall not be unreasonably withheld by the State.

3.8.1.2. Other Contractor Personnel. All additional and key Contractor support personnel required to successfully complete the Project shall be identified by the Contractor in Attachment 4 to Schedule A. For the duration of the Project, these support personnel will work closely with the State staff involved in the Project.

3.8.1.3. Communications. Except as may be expressly permitted by the Project Administrator, all communications between the Contractor and the State Project team and/or any outside party must be through the Project Administrator.

3.8.2. Contractor Key Personnel. Each of the Contractor’s key personnel and a summary of their job description shall be set forth in Attachment 4 to Schedule A. The State shall have the right to interview any personnel identified by the Contractor as a candidate for “key personnel” prior to such designation.

3.8.2.1. Assignment of Key Personnel. The Contractor shall not

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designate any Contractor key personnel without consulting the Project Administrator. However, pending the State's approval of an individual proposed by the Contractor to be one of the Contractor's key personnel, the Contractor may designate an individual to serve in that position on an interim basis.

3.8.2.2. Reassignment of Key Personnel. During the Term of the Agreement, the Contractor shall not, without consultation with the Project Administrator, remove any Contractor key personnel from the Project or reassign such individual except (i) for a bona fide promotion or resignation, or, (ii) if the Contractor or the State reasonably determines that the individual has failed to adequately perform his or her duties; or, (iii) incapacitation; or, (iv) if the function or position is no longer required under the provisions of this Agreement.

3.8.2.3. Replacement of Key Personnel. If any one of the Contractor key personnel, identified in Attachment 4 to Schedule A of this Agreement, is reassigned, becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the assigned functions or responsibilities, the Contractor shall promptly replace such person with another qualified person after consultation with and approval by the Project Administrator, which shall not be unreasonably withheld.

3.8.2.3.1. In any such event, the Contractor shall provide reasonable notice to the State, taking into account the status of the Project and the schedule pertaining thereto.

3.8.2.3.2. At the beginning of each new Release, if any, or at the milestone for a deliverable, if any, the parties shall agree on any modifications to the Contractor key personnel as set forth in this Agreement, taking into account career development, the best interests of the Project and other similar issues.

3.8.3. The State's Right to Review Subcontractors recommended by the Contractor. The Contractor may not enter into any subcontract(s) for performance of any of its obligations under this Agreement except in the manner described herein. The Contractor represents that there are no legal issues or impediments that would interfere with the performance of this Agreement by any approved Subcontractor. The Contractor shall be wholly responsible for the entire performance of this Agreement whether or not approved Subcontractors are used. Attachment 5 to Schedule A sets forth a list of the approved Subcontractors as of the effective date of this Agreement. The State reserves the right to review additional Subcontractors for this Agreement, who, once approved, shall be deemed to be approved Subcontractors, and to require that the Contractor replace approved Subcontractors who are found at any time to be unacceptable to the State

3.8.3.1. CIO Subcontractor 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 DOIT or their designee of the selection of the Subcontractor and of the provisions of the subcontract.

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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.

3.8.4. The Contractor’s Continuing Obligation Regarding Subcontractors. With respect to this Agreement, the Contractor shall have the continuing obligation to provide the State with copies of all agreements with Subcontractors, which agreements are Public Records.

3.8.5. Objections to Assignment of Personnel or Subcontractors.

3.8.5.1. In the event the Project Administrator has an objection to the assignment of personnel or a Subcontractor or deems the personnel or Subcontractor to be incompetent, careless, unqualified or otherwise detrimental to the success of the Project, the State shall notify the Contractor of its objection, in writing, with the reasons enumerated therein.

3.8.5.2. The parties shall jointly consult on corrective action and handle objections on a case-by-case basis. The Contractor shall have fourteen (14) Days (including the period of joint consultation) to cure or correct any objections to the satisfaction of the State, in its sole discretion; unless the State has compelling reasons to suspend such right to cure or correct. In the event the objections are not resolved or the State believes that the reasons set forth in §3.8.5.1 remain unresolved, the Contractor shall remove the unsatisfactory personnel or Subcontractor.

3.8.5.3. This provision shall not be deemed to give the State the right to require the Contractor to terminate any Contractor employee or approved Subcontractor; it is intended to give the State only the right to require that the Contractor discontinue using an employee or approved Subcontractor in the performance of services rendered under this Agreement.

3.8.5.4. With respect to key personnel, once provided with the qualifications and work history of the replacement personnel, the State shall have seven (7) Days to review the Contractor recommendation, which may be approved or rejected by the State.

The State and Contractor shall each endeavor to assure that proposed assignments and decisions will be accomplished in a manner that does not impinge on the schedule for this Project.

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3.9. Project Manager.

For the Term of the Agreement, the Contractor’s Project Manager shall be on-site in Connecticut (at either DOIT, DMV or other location agreed upon by the Project Administrator) as required to perform his or her duties but not less than fifty (50%) percent of the Days of any given calendar month, unless otherwise agreed upon with the Project Administrator.

3.10. Inspection of Work.

3.10.1. All Contractor work shall be open for inspection as required by the Project Administrator. The State will make best efforts to arrange a time that is mutually convenient. In this regard, the Contractor shall permit the Project Administrator or other duly authorized representative of the State to inspect and audit all work, material and other data and Records connected with this Agreement.

3.10.2. The Contractor shall maintain Project Records in accordance with all State document retention regulations, and shall make the Records available to the State at the Contractor’s office, at all reasonable times, for the Term of this Agreement and for a relevant period of time after the Expiration or Termination of said Term as set forth by the statutes and regulations administered by the State Public Records Administrator.

3.11. Taxes-Federal, State and Local.

The State is exempt from federal excise and State and local sales taxes. The Contractor remains responsible however, for any taxes applicable to it in connection with its performance under this Agreement.

4. THE STATE.

4.1. The Project Administrator and Contract Administrator.

Coincident with the Contractor’s performance of this Agreement, the State shall, in addition to the other responsibilities described in this Agreement, perform the following tasks:

4.1.1. The Commissioner will assign a (1) Project Administrator, who shall have overall responsibility for the State’s obligations under this Agreement; and (2) Contract Administrator who will work with the Project Administrator and the Project Manager to ensure that the terms and conditions of this Agreement are met, that approved payments to the Contractor are made, that the Project budget is appropriately accounted for, and that approved dispute resolution measures are followed.

4.1.2. Project Administrator.

4.1.2.1. The Project Administrator shall be the authority to act for the State under this Agreement, and such authority shall continue to be in effect until successful completion of the Warranty Period and any Maintenance Period. Whenever the State is

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required, by the provisions of this Agreement to provide written notice to the Contractor, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner. The Project Administrator may be replaced at the sole discretion of the Commissioner.

4.1.2.2. The milestones and Deliverables that are defined in the Project Implementation Summary (Attachment 1 of Schedule A) will be recognized for the purposes of payment to the Contractor. For each of these milestones and all associated Deliverables, the Contractor will submit an invoice with sufficient detail to justify the charges along with a copy of the DMV's "Notice of Acceptance" letter for that milestone and all associated deliverables to the Project Administrator in accordance with the Acceptance and payment requirements as set forth in this Agreement.

4.1.2.3. Any additions to or reductions in the scope of work must be executed according to the provisions of §8.1 of this Agreement entitled "Change Orders".

4.2. State Project Staff.

Continuity of personnel is an important element of a successful Project, and the State will make reasonable efforts to retain the personnel in the roles to which they are assigned. The Project staff shall:

4.2.1. Maintain a cooperative working relationship between the State's work force and any State subcontractor(s) and their work force, (including, but not limited to obtaining any necessary consents required for the Contractor to perform its responsibilities as specifically set forth in this Agreement), employees of the Contractor, any approved Subcontractors and any applicable external partners necessary for the interface of CIVLS.

4.2.2. Provide access to applicable State facilities for implementation, diagnostics and troubleshooting of CIVLS. In furtherance of this responsibility, the State will provide Contractor personnel with reasonable office space and furniture, telephones, copiers, printers and network connections as specifically set forth in the Schedule of Services.

4.2.3. Provide a suitable operating environment, safe on-site storage (while installation and testing is in progress) and power for the installation and operation of any hardware products comprising the System.

5. SCHEDULE OF SERVICES.

5.1. CIVLS REQUIREMENTS.

5.1.1. The Contractor will perform the Services and provide all Deliverables necessary for a complete and successful implementation of CIVLS, including, without limitation, the full integration and associated,

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enterprise-wide requirements of the following business processes, as more particularly described in the Schedule of Services, attached hereto and made a part hereof as Schedule A:

- 5.1.1.1. Vehicle Services (Title and Registration);
- 5.1.1.2. Driver Services (Credentialing and Sanctioning);
- 5.1.1.3. Fiscal Management;
- 5.1.1.4. Customer;
- 5.1.1.5. Compliance;
- 5.1.1.6. Permits;
- 5.1.1.7. License and Manage Regulated Businesses;
- 5.1.1.8. Business Partner Services;
- 5.1.1.9. Records Management;
- 5.1.1.10. Inventory Control;
- 5.1.1.11. Audits;
- 5.1.1.12. Hearings and Appeals;
- 5.1.1.13. Inspections and Enforcement;
- 5.1.1.14. Business Administration Functions, including business rules, reporting capabilities, and business intelligence capabilities;
- 5.1.1.15. Enterprise Electronic Capabilities, including document management, workflow and case management, forms and correspondence and appointment and scheduling;
- 5.1.1.16. Service Delivery Channels, including internet self-service and web portals; and,
- 5.1.1.17. A full System training regime, including computer-based training, e-learning tutorials, supplemental classroom training and all materials and associated activities, to enable deployment of CIVLS in the DMV business environment.

5.1.2. The Services and Deliverables shall be further described in the Schedule of Services (attached hereto as Schedule A) which shall be comprised of three parts and the attachments thereto (Part 1 – Approach; and Part 2 – CIVLS Solution Requirements). In this Project, the Contractor shall customize and configure the 3M Software to implement all of the requirements set forth in Schedule A – Part 2, which shall be more fully defined during the SVP.

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5.1.2.1. The Project shall commence with the SVP. The Deliverables and Services identified in the SVP shall permit the Contractor to complete the Project Plan (including, the schedule), description of the Deliverables and Services and the design of CIVLS for the duration of the Term and within the fixed price set forth in this Agreement.

5.1.2.2. The Project Plan shall be completed no later than six (6) months following execution of this Agreement; unless otherwise agreed to by the State.

5.1.3. Upon Acceptance of the SVP by the State, the Contractor shall provide the State with the list of CIVLS Deliverables set forth in the Project Implementation Summary (Attachment 1 of Schedule A).

5.1.4. Payments will be made in accordance with the following Releases with milestones and corresponding payment amounts set forth in the Project Implementation Summary (Attachment 1 of Schedule A):

5.1.4.1. Project Planning, Initiation and SVP;

5.1.4.2. Release 1 - Back Office Financials and Infrastructure;

5.1.4.3. Release 2 - Vehicle and Dealer-related functionality;

5.1.4.4. Release 3 - Driver-related functionality;

5.1.4.5. Release 4 - Completion of all final CIVLS components;

5.1.4.6. Final System Acceptance;

5.1.4.7. Project Close Out Tasks; and,

5.1.4.8. Warranty Liquidation

5.1.5. Purchases of Deliverables contained in Worksheet 3 and Worksheet 5 of the Product Schedule (Exhibit A Attachment 2), including tangible third party products such as non-customized equipment, software and hardware shall be subject to the written approval of the Project Administrator. The Contractor shall invoice such purchases separately from other scheduled Deliverables, as described in the Project Implementation Summary. Items purchased from Worksheet 3 and Worksheet 5 of the Product Schedule, shall not be subject to Holdback provisions of section 7.2.3 of this Agreement, but the State reserves its right to verify delivery, conformity of any such Deliverable with specifications, and, in appropriate cases, the submission of any such Deliverable to an Acceptance Test, prior to making payment, in accordance with the provisions of sections 7.1.3 and 7.2, for any such Deliverable.

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5.2. CIVLS Integration Obligation and Warranties.

With respect to CIVLS integration, the Contractor certifies, warrants and represents that:

5.2.1. In the performance of Services under this Agreement, Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations; the Deliverables, when used for their intended purpose, operate in compliance with all applicable federal, state and local laws; and it is under no obligation or restriction, nor will Contractor assume any obligation or restriction which would in any way interfere or be inconsistent with its commitments under this Agreement

5.2.1.1. Contractor has the necessary power and authority to enter into and perform under this Agreement; the person(s) executing this Agreement on its behalf has actual authority to bind the Contractor to this Agreement; and neither it, nor any affiliate, employee or anyone having a direct or indirect interest in Contractor, is under any obligation to any present or former client or employer or any other third party, which is in any way inconsistent with the provisions of this Agreement;

5.2.1.2. All Services provided hereunder will be performed (a) in a professional and workmanlike manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently performing such Services under similar conditions and (b) by individuals the proper skills, training and background to perform the Services in a competent and professional manner in accordance with the requirements of this Agreement;

5.2.1.3. The State shall have the ownership and license rights set forth in this Agreement, free and clear of all liens, Claims, charges, security interests, and other interests or encumbrances;

5.2.1.4. The Deliverables do not and shall not infringe any Intellectual Property Right of any third party; and the State shall have the full right to use and exploit the Deliverables in accordance with the terms and conditions of this Agreement without Claims from any third party, including, without limitation, any employee, agent or Subcontractor of the Contractor; provided, that this warranty shall not apply to the extent a Claim of infringement is caused by (i) the State's unlicensed or unauthorized modification of the Deliverable; (ii) the State's failure to use corrections or enhancements delivered by the Contractor that are designed to avoid the infringement; (iii) the State's use of the Deliverable in combination with any product or information not owned, developed, delivered or recommended by the Contractor; or, (iv) any modification of the Source Code that is not expressly authorized by the Contractor as set forth in the change control process (established during SVP) provided to the State following each Release and upon Final System Acceptance. The Contractor

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shall promptly give written notice to the State in the event that, at any time, the Contractor learns or has reason to believe that any such materials infringes any Intellectual Property Right of any third party.

5.2.1.5. Each Deliverable, including, without limitation, all software and documentation delivered pursuant to this Agreement, will have all of the functions and features and perform as agreed by the parties in this Agreement, consistent with good commercial practice; and at the time of delivery, all Deliverables will be free from defects in material and workmanship (including, without limitation, any damage or marring occasioned in transit);

5.2.1.6. No portion of any software delivered pursuant to this Agreement contains any “back door,” “time bomb,” “Trojan horse,” “drop dead device,” “virus,” “disabling device” or other software routines designed to permit unauthorized access; to disable or erase software, hardware, or data; or to perform any other such actions. Further, Contractor represents and warrants that neither it nor its employees, Contractor Parties or Subcontractors will at any time knowingly or intentionally introduce or cause to be introduced any such routine;

5.2.1.7. The Contractor will perform this Agreement in accordance with the specifications, terms and conditions under which this Agreement was executed;

5.2.1.8. The Contractor shall be fully responsible for, and cover all costs of, any damage of any kind, for which its workers are responsible, to the premises or equipment, to Contractor’s own work or the work of its Subcontractors;

5.2.1.9. Each information technology personal property or each developed, modified or remediated information technology personal property delivered under this Agreement shall meet the requirements of the Regulations of Connecticut State Agencies §4d-3-9(e).

5.2.1.10. All Deliverables shall meet the non-functional, functional, performance and reliability requirements of the State as set forth in this Agreement; and,

5.2.1.11. The Services, the Deliverables and CIVLS shall conform in all substantial respect to the requirements, terms and conditions set forth in this Agreement.

5.2.2. The Contractor shall remedy any breach of any warranties set forth in this Agreement at no cost to the State, including, without limitation, furnishing such materials, goods and Services as shall be necessary to correct any defects in the Deliverables and maintain such Deliverables in good working order in accordance with the warranties set forth in this section.

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5.2.3. Any Deliverable consisting of documentation of a software or hardware Deliverable will accurately reflect the operation of said software or hardware Deliverable and will enable the State to use, modify and maintain CIVLS fully and completely.

5.2.4. The Contractor shall, for any Deliverables consisting of equipment, assign to the State, for the Warranty Period or a longer period if granted by the supplier or manufacturer, and the State shall have the benefit of, any and all manufacturers' or suppliers' warranties, representations, service agreements and indemnities, if any, with respect to such Deliverables to the extent assignable by the Contractor and to the extent such warranties, representations, service agreements and indemnities are not assignable by the Contractor, the Contractor shall agree that the State may assert or enforce, for the Warranty Period and any Maintenance Period, any right the Contractor may have to enforce such warranties, representations, service agreements and indemnities, or if such can only be enforced by the Contractor in its own name, upon written request of the State and at the Contractor's sole expense, the Contractor shall take all reasonable action requested by the State to enforce such warranties, representations, service agreements and indemnities. The Contractor further warrants that it will not, without the consent of the State, make use of or modify the equipment in a way which would void the manufacturer's or supplier's warranties, representations, service agreements and indemnities. In the event such use or modifications, done without the consent of the State, results in such a voiding of any warranties, representations, service agreements and indemnities, the Contractor shall either alter its use or re-modify the equipment to restore said warranties, representations, service agreements and indemnities, or shall assume the same.

5.2.5. The Contractor shall have no liability for any Claim or proceeding based on the State's use of CIVLS or a Deliverable supplied pursuant to this Agreement (including any change orders or amendments) for which it was neither designed nor intended; unless, at the time of signing of this Agreement or any change order or written amendment thereto,

5.2.5.1. the Contractor has reason to know the purpose for which CIVLS or the Deliverable is required; or,

5.2.5.2. the State is relying on the Contractor's skill or judgment to select or furnish suitable goods.

In either event the State's reliance on the Contractor's skill or judgment at the time of contracting and the understanding of the intended purpose of CIVLS will be stated in the configuration plan developed during SVP. With regard to CIVLS and any Deliverables thereunder the parties agree that the intended purposes of CIVLS have been clearly set forth in the configuration plan and the Contractor acknowledges that the State is relying on the Contractor's skills or judgment.

5.2.6. In accordance with the requirements of Conn. Reg. §4d-3-

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9(e), the Contractor hereby warrants that each sub-system, including hardware and software (including firmware and microcode) products and each developed, modified or remediated item of hardware and software ("Item") and each Service delivered under this Agreement shall be able to:

5.2.6.1. Accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data ("Date/Time Compliance"), including single and multi-century formulae, leap years and daylight savings time);

5.2.6.2. Properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Agreement is Date/Time Compliant;

5.2.6.3. Perform as a system with respect to Date/Time Compliance, as stipulated in this Agreement, and the warranty shall apply to those items as a system; and,

5.2.6.4. 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 sub-system and/or Item whose non-compliance with this warranty or defect is discovered by the Contractor or the State, all at the expense of the Contractor. If the State becomes aware thereof, it must be made known to the Contractor in writing. This warranty remains in effect through the 365 Days following the termination of this Agreement. This provision shall not be construed to extend the Warranty Period, except as Services for defects to CIVLS and all sub-systems shall be required under the Warranty Period and during any Maintenance Period.

Nothing in this Date/Compliance Warranty shall be construed to limit any rights or remedies that the State may otherwise have under this Agreement with respect to defects.

In addition, the Contractor warrants that sub-systems 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. The Contractor further warrants that sub-systems or items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

5.3. Continuity of Systems.

This section is intended to comply with Conn. Gen. Stat. §4d-44.

5.3.1. The Contractor acknowledges that the State's vehicle and licensing systems and associated Services are important to the function of State government and that they must continue without interruption.

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Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Agreement, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT or the State deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in performance of the State's vehicle and licensing systems and associated Services. The Contractor's obligations under this subparagraph shall continue for a period of eighteen (18) months from the date set forth by the State. During such time, the Contractor will be compensated on the basis of then current pricing in effect at the time this Agreement may terminate and the continuity period commences.

5.3.1.1. The Contractor shall not enter into any subcontract for any part of the performance under this Agreement without approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32, and within 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.

5.3.1.2. The Contractor shall make a full and complete disclosure of and delivery to DOIT or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Agreement.

5.3.2. 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; (2) all software created or modified pursuant to this Agreement, subcontract or amendment; and (3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to this Agreement, subcontract or amendment:

5.3.2.1. Unless a shorter period is necessary or appropriate to ensure compliance with §5.3.1, above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies:

5.3.2.1.1. all Records and Public Records created or modified pursuant to this Agreement, subcontract or amendment no later than the latter of (1) the time specified in §6.8.3 regarding the return of Records and (2) ten (10) Days from the date that the work under this Agreement is transferred back to the State or to another contractor for any reason;

5.3.2.1.2. those Records and Public Records

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that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT;

5.3.2.1.3. 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.

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

5.4. 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 Deliverables 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.

5.5. Compliance with National Information Exchange Model (“NIEM”).

Where directed by the State, Contractor-provided data schemes, interfaces and transfer protocols shall be compliant with NIEM; see, www.niem.gov.

6. 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 from the date of approval, as follows (the “Term”):

6.1. CIVLS Implementation Term.

The Term for the implementation of the System, (including the Warranty Period for CIVLS) shall be for a period not to exceed sixty (60) months, commencing upon the issuance of a DMV Purchase Order for the Project, and shall proceed in accordance with the Project Plan, as may be updated, from time to time by the parties. The Contractor must complete all of its obligations under this Agreement prior to the expiration of the Term. Notwithstanding the above-stated Term, this Agreement is subject to the State's Option Not to Proceed pursuant to §6.4, below.

6.2. Maintenance Period.

At the end of the Warranty Period, the Contractor shall continue to provide the services and abide by the commitments described in §10 of this Agreement (after the end of the Warranty Period, “Maintenance and Support Services”) for

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one or more two-year Terms, as elected by the State (collectively, the “Maintenance Period”).

The fee set forth in §7.1.3 for Maintenance and Support Services shall not increase prior to the 9th year following the expiration of the Warranty Period. Thereafter the annual fee shall be mutually agreed between the parties. The Contractor may not discontinue Maintenance and Support Services prior to the 9th year following the expiration of the Warranty Period.

The Maintenance Period shall begin on the first day following the end of the Warranty Period and shall continue for successive twelve (12) month periods unless not less than thirty (30) Days' prior written notice of termination is provided to the Contractor by the State before the end of the initial Term or any renewal Term for Maintenance and Support Services.

6.3. Extension of Agreement.

Notwithstanding any provision of this Agreement, the State may extend the Agreement beyond its original Term, by giving written notice to the Contractor prior to the expiration of the said Term, for up to two (2) additional, two (2) year periods.

6.4. Option of the State Not to Proceed.

The State reserves the right not to proceed with respect to one or more Releases (or any part thereof) or to otherwise reduce the scope of the work under CIVLS, as described in Article 5 and more particularly set forth in the Schedule of Services and in the Project Implementation Summary, either prior to or following SVP. The State also reserves the right to terminate the Agreement at any time prior to (a) authorizing the Contractor to proceed with any of the Releases, (b) the scheduled completion or (c) delivery to the State of any or all of the Deliverables, in accordance with the provisions of §6.8.1. In the event of any such reduction in scope or early Termination, the State shall provide written notice to the Contractor and, provided that such action on the part of the State is not the result of a violation or breach by the Contractor of one or more provisions of the Agreement, or abandonment or inability to perform by the Contractor, the Contractor shall be entitled, subject to the conditions stated herein, to an equitable adjustment for work performed and for all reasonable and necessary costs incurred in anticipation of full performance. The Contractor shall comply with all applicable provisions of §§6.8.4 and 6.8.5, and shall demonstrate to the State that, upon receipt of the notice of termination or reduction in scope, it has promptly taken all commercially reasonable steps to curtail or mitigate its costs, including any and all financial commitments or liabilities of any kind related to its subsequent performance of the Agreement. If the reason for the action taken by the State is non-appropriation, non-allocation or withdrawal or reduction of funds for the CIVLS Project, the State shall have no obligation under this section to pay any amount that is in excess of the amount of funds that remain budgeted or allotted to DMV for the said Project, as of the date of the Contractor's Claim. However, in such event it is the understanding of the parties that the Contractor may make a Claim pursuant to C.G.S. Chapter 53.

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6.5. Authorization to Proceed.

6.5.1. This Agreement itself is not an authorization for the Contractor to begin performance in any way. The Contractor may begin performance only after the issuance of a DMV Purchase Order. The Contractor shall not be entitled to any compensation for any Services or products provided unless and until DMV has issued said Purchase Order. Any terms, conditions or provisions contained in a Purchase Order 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, unless this Agreement is amended by mutual written agreement between the parties in accordance with its terms.

6.5.2. DMV shall issue a Purchase Order against this Agreement directly to the Contractor and to no other party. The Purchase Order shall be in written or electronic form, bear this Agreement number (if any) and comply with all other State requirements, particularly any requirements of DOIT concerning procurement. Only those Purchase Orders that have been issued in compliance with such requirements shall be deemed to be duly issued. Any work conducted by the Contractor without a duly issued Purchase Order shall be at the Contractor’s own risk. DMV may, in its sole discretion, deliver to the Contractor a Purchase Order via electronic means, in which case the State shall not have any additional obligation to deliver to the Contractor a “hard copy” of the Purchase Order or a copy bearing any hand-written signature or other “original” marking.

6.6. Option of the State to Obtain Services Outside of this Agreement.

The State reserves the right to contract separately with a third party for products or Services that may be deemed to be within the scope of this Project, when in the best interest of the State.

6.7. Successful Performance of the CIVLS.

Successful performance of CIVLS, in its entirety, or any Release thereunder, shall be defined as CIVLS or any Release, as applicable, operating in accordance with the applicable specifications in this Agreement.

6.8. Termination of Agreement.

6.8.1. Notwithstanding any other provisions in this Agreement, the State may terminate this Agreement whenever the State makes a written determination that such Termination is in the best interests of the State. The State shall notify the Contractor in writing of Termination, in accordance with the provisions of §§6.8.2 and 6.8.3 of this Agreement and set forth the effective date of Termination and the extent to which the Contractor must complete performance under this Agreement prior to such date.

6.8.2. If at any time during the Term of this Agreement the Contractor is not conducting operations in accordance with the terms, conditions and provisions of this Agreement, and the State so advises the Contractor, in writing, (i) specifying in what manner the provisions of this

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Agreement have been violated or breached; and, (ii) specifying that such breach may result in Termination unless corrected, the Contractor shall be given a specified time (not less than thirty (30) Days) by the State in which to rectify such conditions. If at the conclusion of the specified time the Contractor has not rectified, or taken reasonable steps to rectify, such conditions, the State may then terminate this Agreement on thirty (30) Days' notice, in writing, to the Contractor. In addition, The State reserves the right to terminate in the best interests of the State without offering the Contractor the ability to cure. If the State terminates this Agreement pursuant to this sub-section, the Contractor shall be responsible to the State for all costs incurred by the State that are reasonably attributable to the Contractor's non-compliance or breach of their performance obligations under this Agreement.

6.8.3. The State shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving any notice of Termination from the State, 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 State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the State no later than thirty (30) Days after the Termination or Expiration of this Agreement or fifteen (15) Days after the Contractor receives a written request from the State 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.

6.8.4. Upon receipt of a written notice of Termination from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of goods and any other property. Except for any work which the State directs the Contractor to perform in the notice prior to the effective date of Termination, 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.

6.8.5. In the case of any Termination, the State shall, within forty-five (45) Days of the effective date of Termination, reimburse the Contractor in accordance with the Schedule of Services for all Services satisfactorily performed and Deliverables Accepted as of the effective date of Termination. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State 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 State may request. To receive any reimbursement in

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accordance with the provisions of this subsection, the Contractor shall be required to submit an invoice.

6.8.6. For breach or violation of any representations or warranties, the State may terminate this Agreement 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.

6.8.7. Upon Termination or Expiration of this Agreement, 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 or Expiration of this Agreement. All representations, warranties, agreements and rights of the parties under this Agreement shall survive such Termination or Expiration to the extent not otherwise limited in this Agreement and without each one of them having to be specifically mentioned in this Agreement.

6.8.8. Termination of this Agreement pursuant to its terms shall not be deemed to be a breach of contract by the State.

6.8.9. In the event that the State shall terminate this Agreement or the Contractor abandons operation, the State reserves the right to enter into a new contract with others and to pursue its rights under this Agreement as against the Contractor and/or its surety.

6.9. Cross Default.

6.9.1. If the Contractor breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the State may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Contracts”) that the Contractor has with the State. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in this Agreement or Other Contracts or agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the State, as if the Contractor had suffered a breach, default or failure to perform under the Other Contracts or agreements.

6.9.2. If the Contractor breaches, defaults or in any way fails to perform satisfactorily under any or all other contracts or agreements with the State, then the State may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under this Agreement. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Contracts or agreements or this Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the State, as if the Contractor had suffered a breach, default or failure to perform under this Agreement.

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6.10. Remedies and Liquidated Damages.

6.10.1. Understanding and Expectation. The Contractor agrees and understands that the State may pursue contractual remedies for both programmatic and financial noncompliance. The State, 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 State’s pursuit or non-pursuit of a tailored administrative remedy shall not constitute a waiver of any other remedy that the State 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.

6.10.2. Administrative Remedies.

6.10.2.1. Contractor responsibility for improvement. The State expects the Contractor’s performance to continuously meet or exceed performance criteria over the Term of this Agreement. The Contractor shall be responsible for ensuring that performance for a particular activity or result that fails to meet the requirements of this Agreement must improve within thirty (30) Days of written notice from the State regarding the deficiency.

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

6.10.2.2.1. 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

6.10.2.2.2. If Contractor disagrees with the State’s findings, its reasons for disagreeing with the State’s findings. Contractor’s proposed cure of a non-material deficiency is subject to the approval of the State. Contractor’s repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the State as a material deficiency and entitle the State to pursue any other remedy provided in this Agreement or any other appropriate remedy the State may have at law or equity.

6.10.2.3. Corrective Action Plan. The State may require the Contractor to submit to the State a detailed written plan to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited

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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) Days following the request for the plan by the Department and is subject to approval by the State, 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 State from assessing additional remedies or pursuing other approaches to correct substandard performance.

6.10.2.4. Additional remedies. The State, 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.

6.10.2.4.1. A requirement for the Contractor to submit a Corrective Action Plan(s);

6.10.2.4.2. A requirement to submit additional, more detailed, financial, programmatic and/or ad hoc reporting by the Contractor, at no cost to the State, to address performance issues;

6.10.2.4.3. Assess liquidated damages pursuant to §6.10.3, below, and deduct such damages against Contractor payments as set-off.

The State will formally notify the Contractor of the imposition of any one or more administrative remedies in accordance with this section. Contractor is required to file a written acknowledgement to such notification in accordance with this section.

6.10.2.5. Review of administrative remedies. Contractor may request a review of the imposition of any of the foregoing remedies. Contractor must make the request for review in within ten (10) Days of receipt of written notification of the imposition of a remedy by the State. The State shall review any mitigating information provided by the Contractor. Within ten (10) Days of the submission by the Contractor, the State shall inform the Contractor of the disposition of the review, which results shall be binding upon the Contractor.

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

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this Agreement, the State may assess any amount of liquidated damages as provided in this section. The remedies set forth below shall be separate remedies above and beyond any other remedies the State may have at law or equity, including Termination. In the event a violation falls within more than one sub-section of this provision, the State shall have the right to apply only the standard that includes the higher amount of damages.

6.10.3.1. Failure to Provide Acceptable Deliverables: In the event the Contractor fails to deliver Deliverables (not including any Deliverables purchased by the State from third parties) timely and acceptable to the State as set forth in this Agreement and in accordance with the schedule set forth in the Project Implementation Summary and Project Plan, the State may assess a liquidated damage of \$1,000 each Day of such failure in excess of two (2) Days beyond the applicable delivery date.

6.10.3.2. Introduction of Software Virus: In the event Contractor introduces any software virus into CIVLS or any other Department or state or federal agency system, the Department may assess a liquidated damage of \$1,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within four (4) hours, of its direct knowledge or notification by the State, may result in liquidated damages of \$1,000 per hour beyond the initial four (4) hours. Should a software virus introduced by the Contractor cause any other State system downtime, this shall be considered a separate incident and liquidated damages may be assessed at a rate of \$1,000 per hour of downtime for each State system. Contractor shall additionally bear the cost of all Claims, judgments, legal fees, and associated costs due to Contractor negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Contractor. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed twenty (20%) percent of all amounts then currently payable to Contractor, or \$4,000,000, whichever is greater. The State shall notify the Contractor of the introduction of any software virus and shall cooperate with the Contractor in order to assure appropriate levels of access to the System.

6.10.3.3. Contractor's Responsibility for Compliance with Performance Obligations under this Agreement: The Contractor shall be responsible for ensuring that its performance complies in all material respects with the requirements of this Agreement. If the State notifies Contractor of performance that fails to comply with the provisions of this Agreement, the Contractor is required to improve such performance within ten (10) Days of receipt of notice from the State. In the event the Contractor's performance continues to be unacceptable after such ten (10) Day period, the State may in its discretion assess a liquidated damage of \$5,000. The State may thereafter assess a liquidated damage of \$5,000 for each subsequent thirty (30) Day period in which the Contractor's

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performance fails to satisfy the requirements of this Agreement.

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

7. PAYMENT TERMS.

The Contractor will be paid for the Services and Deliverables performed under this Agreement upon approval by Project Administrator of the payment milestone-based invoices, in accordance with the schedule of milestones and corresponding payments as set forth in Attachment 1 of the Schedule of Services, attached hereto and made a part hereof. The State will pay the Major Milestone Deliverables (“MMD”) and Payment Milestone Deliverables (“PMD”) identified herein when all the enumerated and corresponding Deliverables have been accepted by the State.

7.1. Contract Price.

7.1.1. The State shall pay the fixed price identified below for the Services and Deliverables set forth in this Agreement; including, but not limited to the provisions of the Project Implementation Summary (Attachment 1 to Schedule A). Unless explicitly set forth in this Agreement, any assumptions raised by the Contractor in its Proposal shall be null and void.

7.1.2. Except to the extent of any Change Orders authorized by the State in accordance with the provisions of this Agreement, the aggregate fixed price and amount due to Contractor for performance of this Agreement, excluding Maintenance and Support Services during the Maintenance Period shall be **TWENTY-SIX MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED (\$26,855,700.00) AND 00/100 DOLLARS.** Included in the aggregate fixed price are (a) the fixed amount of Twenty-one Million Nine Hundred Fifty-five thousand Seven Hundred (\$21,955,700.00) 00/100 Dollars for the full customization of the 3M MOTS software in accordance with CIVLS requirements and (b) an amount not to exceed Four Million Nine Hundred Thousand and (\$4,900,000.00) 00/100 Dollars for the additional Deliverables necessary to implement and deploy CIVLS.

7.1.3. The State may purchase items listed on the Product Schedule (Attachment 2 to Schedule A) for the prices stated therein at such times and in such quantities as the State, in consultation with the Contractor, deems necessary for the successful implementation and deployment of CIVLS, in accordance with the provisions of Section 5.1.5.

7.1.4. The fixed price and amount due the Contractor for Maintenance and Support Services during the Maintenance Period shall be **THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND AND FOUR HUNDRED (\$3,542,400.00) AND 00/100 DOLLARS** allocable for the

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period of up to eight years; provided, that, each year the State shall, at its option, elect whether or not to purchase Maintenance and Support Services and if it elects to purchase such Services, the fee for such year of service shall not exceed 1/8th of the figure set forth above. The State shall have no obligation to purchase Maintenance and Support Services.

7.1.5. The Product Schedule shall include Optional Supplemental Services and Deliverables pertaining to the following (a) Additional Business Intelligence and Data Warehouse Services not referenced in the Solution Requirements; (b) CTRAMS; (c) Enhanced Customer Relationship Management; (d) Biometrics; and, (e) Extended System Enhancement Services.

7.1.5.1. The State may issue a requisition requiring the delivery and installation of any Products on the Product Schedule, for the purposes of demonstration, testing and evaluation or training, prior to committing to purchase any additional quantities of the Product.

7.2. Payment for Deliverables: Prompt Payment and Holdback Requirements.

7.2.1. In conformity with the requirements of Conn. Gen. Stat. §4a-71 et seq., the State will pay promptly, all non-disputed charges in a properly documented invoice in accordance with the Contract subject to the exceptions enumerated in Conn. Gen. Stat. §4a-72. In conformity with said provisions, the State shall notify the Contractor within ten (10) Days, in writing, of any disputed charges under the Contract for which the State is withholding payment. The Contractor shall agree to accept payment of undisputed amounts from the State for net forty-five (45) Days from the date the invoice is received by the State with no interest penalty for payments tendered on or before forty five (45) Days following the date the invoice is received by the State. The Contractor may, with respect to such disputed charges, initiate the dispute resolution procedures set forth under state law, within forty-five (45) Days after notification of a dispute by the State, in which case the matters in dispute will be resolved in accordance with such dispute resolution procedures. The State agrees not to withhold payment of undisputed charges.

7.2.2. All invoices shall reflect work performed and Accepted by the State and refer to the appropriate Deliverables, including components and developed materials in each of the payable milestones set forth in this Agreement. Payments, subject to the Holdback provisions, shall be made in accordance with the payment terms set forth in this Agreement.

7.2.3. There shall be a Holdback in an amount equal to twenty (20%) percent from each payment to the Contractor in accordance with the payment milestones set forth in this Agreement.

7.2.3.1. Following Acceptance of each deliverable, as set forth in Attachment 1 of this Contract, the State shall pay the Contractor one-half of the Holdback Funds applicable to the payable milestone thereunder.

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7.2.3.2. Upon Final Acceptance of the CIVLS System, all Holdback funds shall be released to the Contractor.

7.2.3.3. Holdback for any Maintenance Period as defined in § 6.2 of this Agreement shall be equal to ten (10%) percent of each monthly payment. Maintenance Period Holdback funds shall be released upon the completion of each Maintenance Period.

7.2.4. Failure of CIVLS to meet Acceptance by the State as fully delivered by the Contractor shall result in the State's withholding of payment, unless and until CIVLS is completed to the State's satisfaction, in accordance with this Agreement.

7.3. Set Off.

In addition to all other remedies that the State may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused non-performance under this Agreement and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Agreement, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall be a nonexclusive remedy, in addition to any other remedies available to the State in law, equity, contract or otherwise (all of which shall survive any setoffs by the State), and shall not be deemed to be the State's exclusive remedy for the Contractor's breach of this Agreement.

7.4. Funding Reductions.

7.4.1. The State, at its sole discretion, may terminate, eliminate or reduce the scope of Services the under this Agreement, if available funding is reduced for any reason. In accordance with § 6.4 of this Agreement, the State shall provide reasonable advance notification in the event that funds are not appropriated or available, and the State will revoke the authorization to proceed, if, following the issuance of the Purchase Order, funds have not been appropriated or made available for the Project. The Contractor has no obligation to perform any work that exceeds the funds appropriated or available.

7.4.2. The State's obligation is payable only and solely from funds appropriated for the purposes of this Agreement. All funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Agreement. Payments during subsequent fiscal periods are dependent upon the same action. The State agrees to give the Contractor written notice of such non-appropriation as soon as possible yet not to exceed seven (7) Days from the State's receipt of notice of such non-appropriation.

7.5. Price Limitation.

For all products, Services, functions and items provided or to be provided by the Contractor (and its Subcontractors, if any) under this Agreement, the State

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shall not be obligated to pay any amounts other than the amounts payable to the Contractor in accordance with §7.1 of this Agreement, as expressly provided in the Project Implementation Summary of the Schedule of Services, unless such amounts are covered by a Change Order.

7.6. Effect of Payment on System Acceptance.

In no event shall any payment constitute Acceptance, nor shall any conditional Acceptance or other such terminology operate as Acceptance under this Agreement.

8. CHANGES IN THE WORK.

8.1. Change Orders.

8.1.1. Requests by the State. The State may at any time, with written notice to Contractor, request changes to the Services or Deliverables to be provided under this Agreement. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, for example, modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after delivery has begun, or other changes specifically required by new or amended State laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to deficiencies or a failure to fully perform in accordance with, or comply with, this Agreement, shall be made by Contractor without charge to 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.

8.1.2. Response by the Contractor. The written change order request shall be issued by the State. 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 State with a written statement that the change has no price impact on this Agreement 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 State 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.

8.1.3. Effective Date of Change Order. No change order shall become effective until it is approved by the DOIT CPD and the Contractor’s receipt of a Purchase Order or a Purchase Order Amendment requesting that the Contractor proceed with the applicable change.

9. ACCEPTANCE AND EVALUATION OF SERVICES AND DELIVERABLES.

9.1. Acceptance by the State.

Each Deliverable subject to the requirements of this Section shall be identified during the SVP and included in the Project Implementation Summary and Project

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Plan, as may be amended from time to time. All such Deliverables shall be subject to evaluation and Acceptance Testing by the State to verify that the Deliverable satisfies the Acceptance criteria mutually agreed to by the State and Contractor for such Deliverable.

Verification of acceptability of:

9.1.1. a software Deliverable, shall be based, at a minimum, on conformance to the functional and technical specifications as set forth in the configuration plan during the SVP or as may be updated from time to time;

9.1.2. an equipment Deliverable shall be based, at a minimum, on conformance to the manufacturer’s specifications or the functional and technical requirements for custom or modified manufactured equipment and,

9.1.3. requirements definitions, functional, non-functional or technical specification Deliverables and other non-software and non-hardware Deliverables, shall be based on the State’s satisfaction therewith.

If this Agreement fails to set forth Acceptance criteria for the evaluation of a Deliverable, acceptability of such Deliverable shall be based solely on the State’s satisfaction therewith.

9.2. Acceptance Testing Instrument (“ATI”).

9.2.1. The ATI is the written document developed by the Contractor and approved by the State that prescribes the criteria, steps and content of each Acceptance Test.

9.2.2. Not less than thirty (30) Days nor more than sixty (60) Days prior to the delivery of any Release or other Deliverables as directed by the Project Administrator, the Contractor shall deliver a draft written ATI to the Project Administrator.

9.2.2.1. With respect to software, ATI’s shall include sufficient real-world scripts under which the Acceptance Testing Process (“ATP”) shall be conducted. These scripts shall be based upon CIVLS requirements as set forth in this Agreement (and verified during SVP) agreed upon and verified by the signatures of the Project Administrator (or his/her designee) and the Project Manager (or his/her designee).

9.2.3. Each ATI shall include references to all Solution Requirements agreed to for the applicable Release, reports verifying each transaction or action, review of system logs and any additional items that the Project Administrator and Project Manager deem appropriate, and the procedures under which the test will be performed.

9.2.4. Approval or Modification of ATI. The State shall have ten (10) Days after receipt of the draft ATI to:

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9.2.4.1. approve the contents, in writing; or,

9.2.4.2. return the draft to the Contractor with directions for changes to be made.

In the event the draft ATI is returned by the State, the Contractor shall have five (5) Days to correct deficiencies and return the updated draft to the State. This process shall continue until the State informs the Contractor in writing that the ATI has been approved. The Contractor will correct identified deficiencies. State review of re-submitted drafts shall be limited to the corrected portions of the ATI.

9.2.5. In the event that the State does not respond to a draft ATI within ten (10) Days, the Contractor shall provide the State a notice requesting the State to comply within five (5) Days thereafter. In the event the State does not respond within such five (5) Day period, the ATI shall be deemed approved.

9.2.6. Each ATI shall include a signature page which provides for verification of the pass/fail status of the Acceptance Test.

9.2.7. Designated State and Contractor personnel shall participate jointly in each Acceptance Test which shall follow the approved ATI and acceptance test plan. No Acceptance Test shall be valid unless conducted with an approved ATI.

9.3. The Acceptance Test.

9.3.1. Acceptance Testing for any Release or Deliverable shall commence within ten (10) Days of the date on which the Contractor notifies the State, in writing that the Deliverable has been satisfactorily completed, in the opinion of the Contractor, and is ready for Acceptance testing by the State. The State shall administer Acceptance tests with the assistance of the Contractor as set forth in this Agreement,

9.3.1.1. At a mutually agreed time and location, the Contractor shall provide representatives of the State skilled in DMV business and/or technical processes and/or systems, as selected by the Project Administrator, a briefing on the ATI prior to the delivery of any Release or final Acceptance of the System, indicating the testing methodologies and processes to be utilized to ensure State personnel are familiar with and can complete user acceptance testing tasks.

9.3.2. **Notice of Acceptance or Notice of Nonconformity.** The State is required to provide the Contractor with notice of Acceptance or Notice of Conformity no more than ten (10) Days following the completion of any Acceptance Test, to the satisfaction of the State.

9.3.2.1. The State shall provide the Contractor with a pass/fail determination no more than ten (10) Days following the completion of any Acceptance Test. Any Notice of Nonconformity shall include copies of the completed ATI along with a list of failed items identified and the reason(s) the item was deemed to fail the test.

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9.3.2.2. The Contractor shall, at no cost to the State, promptly correct any deficiencies which prevent the Release or Deliverable from conforming to the criteria set forth in the ATI.

9.3.2.3. **Notice of Nonconformity** is the written document signed by the Project Administrator or his/her designee that informs the Contractor that a Release or Deliverable has failed to satisfy the criteria set forth in the ATI. The document shall include a copy of the completed ATI and a listing of all items found deficient.

9.3.3. **Repeat Acceptance Test.** Upon completion of the corrective action by the Contractor, and at no additional cost to the State, the Contractor shall prepare the failed Deliverable or Release for a repeat Acceptance Test (“Repeat Acceptance Test”), not more than seven (7) days following receipt of any Notice of Nonconformity; unless otherwise agreed to in writing between the Project Administrator and the Project Manager. A Repeat Acceptance Test is the administration of a complete second or subsequent ATP after a previous failure; unless otherwise agreed to by the Project Administrator.

9.3.3.1. The State and the Contractor shall commence any Repeat Acceptance Test within five (5) Days of the Contractor’s written Request for a Repeat Acceptance Test to the State.

9.3.3.2. In the event that a Repeat Acceptance Test fails, the process described in §9.3.3, above, shall be repeated until the Release is approved by the State.

9.3.3.3. All Repeat Acceptance Tests shall consist of the complete process included in the ATI; no partial test is permitted. However, the Project Administrator and Project Manager may agree to amend the original ATI should they deem it necessary.

9.3.3.4. Designated State and Contractor personnel shall participate jointly in each Repeat Acceptance Test which shall follow the approved ATI and acceptance test plan. No Repeat Acceptance Test shall be valid unless conducted with an approved ATI.

9.4. Failure to Cure.

If the Release or Deliverable does not conform to the Acceptance criteria within the relevant Acceptance Period specified in this Agreement (or if no such period is specified, within a reasonable period of time after initial delivery to the State), the State may (i) terminate this Agreement, in whole or in part, without liability or early Termination charge; or (ii) require the contractor to continue to attempt to correct the deficiencies, reserving the right to terminate as above at any time.

9.5. Deliverable or Release Acceptance.

When the Deliverable or Release has successfully satisfied the criteria set forth in the ATI, the State shall give the Contractor notice thereof.

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9.6. Final CIVLS Acceptance.

The Contractor shall present the State a draft full system ATI not less than thirty (30) Days nor more than sixty (60) Days after State acceptance of the final Release in accordance with §9.2, above. Final System Acceptance testing will occur in accordance with §9.3, above, and State approval thereof will signify the commencement of the Warranty Period.

10. SYSTEM WARRANTIES; MAINTENANCE AND SUPPORT.

10.1. Conformance to Specification.

Prior to Final System Acceptance, at no additional charge, the Contractor shall provide Application Support and Administration Services (except user administration) for those Releases in production to ensure that the Deliverables and the entire CIVLS system, as applicable, perform in accordance with all applicable functional and technical specifications as accepted following user Acceptance Testing along with any Contractor approved changes or enhancements.

In accordance with Schedule C and as further defined during SVP, the State will assume responsibility for Application support and Administration Services (“Tier 1” as set forth in Schedule C, attached hereto and made part hereof). The Contractor shall remain responsible for help desk and support Services for Tiers 2 and above which shall include fixing defects and errors, providing bug-fixes, correcting faults and repairing product deficiencies, fixing Hardware and Software issues, resolving System performance problems, or other matters that affect efficient and correct performance of CIVLS or any of its components, as further described in the Schedule of Services in accordance with all applicable functional and technical specifications, as accepted. In addition, the Contractor shall adapt CIVLS to changes in requirements or environments as may be requested in accordance with §8.1 of this Agreement as an additional responsibility in the Warranty Period or any Maintenance Period.

The State will be responsible for providing hosting, hardware and operating system support for the entire term of the Agreement.

10.2. Upgrades.

During the Warranty Period and any Maintenance Period, at no additional charge, Contractor shall provide all modifications, derivative works, revisions, improvements, enhancements, updates, upgrades, new releases, new versions (“Upgrades”) of the components of CIVLS that are created by the Contractor or its Subcontractors and made generally available to their customers, or made commercially available by any third party. Contractor implementation of the Upgrades shall be subject to mutual agreement of the parties. Such Maintenance and Support Services shall include, without limitation, updating any Deliverable as required to cause it to operate under new versions or releases of the operating systems which will be identified following SVP. For the avoidance of doubt, prior to the State’s final Acceptance of CIVLS, the Contractor shall be responsible for providing all Services required to ensure that all elements of CIVLS operate using the appropriate operating system version and release at the time of final acceptance, subject to review and approval of the Project Administrator.

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10.3. Additional Enhancements.

From time to time through and including the Warranty Period, upon the State’s express written request, Contractor shall provide up to 3,352 additional hours of professional Services related to system configuration changes, modifications, customizations, enhancements or other items that may be required by the State that are beyond the scope of the Services provided by the Contractor as otherwise described in this Agreement.

10.4. Help Desk.

10.4.1. During the Warranty Period and any Maintenance Period, at no additional charge, Contractor shall provide help desk support in accordance with Schedule C.

10.4.2. If, at any time during the Term of this Agreement, during the performance by the Contractor of its obligations under §§10.1 and 10.4 of this Agreement, the Contractor performs work (excluding diagnostic Services) to resolve problems found not to be caused by the Contractor, the Contractor may request a payment for such Services to the Project Administrator. If feasible, the Contractor will notify the Project Administrator and receive consent before proceeding with any such work. Such request shall be in writing and shall detail the Service provided and the time and material expended. Upon consultation and approval (in whole or in part) by the Project Administrator, the Contractor may proceed to submit and invoice, which the State shall pay in accordance with §7.2. The amount of any such request by the Contractor shall be determined on the basis of the applicable rate(s) set forth in the Product Schedule.

10.5. Service Level Agreements.

During the Warranty Period and any Maintenance Period, at no additional charge, Contractor shall perform in accordance with and abide by the provisions of the service level agreements, including Service Level Credits (“SLAs”) set forth in Schedule D.

10.6. Support Services.

Contractor shall maintain sufficient and competent support services staff to satisfy the Contractor obligations specified in this §10.

10.7. Survival.

The Contractor commitments set forth in this §10 shall not terminate prior to the expiration of the Warranty Period, notwithstanding any prior Expiration or Termination of this Agreement.

10.8. Right to Terminate.

If during the Warranty Period or any Maintenance Period any Deliverable, CIVLS or Contractor’s performance does not conform to this §10 of this Agreement, the Department shall have the right to terminate in accordance with the provisions of §6.7.

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10.9. Implied Warranties.

The Contractor's liability and obligations are set forth in §5.2.5 of this Agreement.

10.10. Exclusions.

The Contractor shall have no obligation to provide the support and maintenance Services described in §§10.1, 10.3, 10.4 or 10.5 for any Deliverable for which the Source Code has been modified by the State other than in accordance with the Contractor's instructions or documentation; provided, that, such exclusion shall only apply to the extent such modification caused the Deliverable to fail to conform to the CIVLS Specifications and, in the case of a request for help desk support, is the reason for the request for support. Notwithstanding the foregoing, upon the written request of the State, the Contractor shall provide Services otherwise excluded by the preceding sentence in exchange for consideration to be mutually agreed by the parties. For the avoidance of doubt, using templates or other tools or capabilities (in accordance with the instructions of the Contractor) inherent in a Deliverable to configure CIVLS shall not trigger exclusion under this §10.10.

11. RISK OF LOSS AND INSURANCE.

11.1. The State shall not be liable to Contractor for any risk of loss or damage while Deliverable is in transit to or from a State installation site, or while in a State's possession, except to the extent such loss or damage is due directly to the State gross negligence.

11.2. In the event Contractor employees, Contractor Parties or Subcontractors enter premises occupied by or under control of the State in the performance of their responsibilities, Contractor shall indemnify and hold the State 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, Contractor Parties or Subcontractors. Without limiting the foregoing, Contractor shall maintain public liability and property damage insurance with reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance, as required by law.

12. INDEMNITY AND INSURANCE.

12.1. Indemnification and Hold Harmless.

12.1.1. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against (a) any and all Claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or any Contractor Parties; and (b) 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 this Agreement. 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 Proposal or any

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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 this Agreement.

12.1.2. 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.

12.1.3. The Contractor shall carry and maintain at all times during the Term of this Agreement, and during the time that any provisions survive the Term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement and comply with all requirements of §12.2, below.

12.1.4. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' fees expended in pursuing a Claim against a third party.

12.1.5. This section shall survive the expiration or Termination of this Agreement, and shall not be limited by reason of any insurance coverage.

12.2. The Contractor's Insurance Requirements.

12.2.1. The Contractor shall purchase and maintain such insurance as shall protect the State from Claims which may arise out of or result from the Contractor's obligations under this Agreement, whether such obligations are the responsibility of the Contractor or any approved Subcontractor or anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable. The Contractor's liability insurance shall be endorsed to add as an additional insured the State and the State's consultants and agents. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. The Contractor's liability insurance shall remain in effect until the end of the Warranty Period and, if exercised, any Maintenance Period, when it may be correcting or removing and replacing defective work. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.

12.2.2. If the Contractor obtains insurance issued on a "claims made" basis, it shall be maintained for two (2) years following the expiration or Termination of this Agreement, and evidence of coverage shall be furnished to the State annually, on the anniversary of the effective date of this Agreement. Insurance shall be provided by insurers, satisfactory to the State and authorized to do business in the State of Connecticut (unless otherwise authorized by the State), that are classified as an "A" Best's Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall not start to perform or furnish any part of the work under this Agreement unless it has, in full force and effect, all of the required insurance policies.

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12.2.3. Prior to execution of this Agreement, the Contractor shall provide the State with the following certificates of insurance, including a reference to this Agreement thereon, on a form acceptable to or prepared by the State in conjunction with all insurance required by this Agreement:

12.2.3.1. Liability Insurance. With respect to the operations performed under the provisions of this Agreement, and also those performed for the Contractor by Subcontractors, the Contractor must carry, and shall ensure that its Subcontractor(s) carry, for the entire Term and any supplements thereto, with the State being named as an additional insured party for §§13.2.3.2 and 13.2.3.3 below, the following minimum insurance coverages at no direct cost to the State. In the event the Contractor and/or Subcontractor(s) secures excess/umbrella liability insurance to meet the minimum requirements specified in §§13.2.3.2 and 13.2.3.3 below, the State shall be named as an additional insured.

12.2.3.2. Commercial General Liability. Commercial General Liability Insurance, as required to protect the State with respect to the Contractor's obligations under the indemnification clauses, that shall provide coverage for claims for damages because of bodily injury liability, sickness, disease or death, property damage liability, personal and advertising injury liability and medical payment liability, products and completed operations, premises operations, independent contractors, broad form comprehensive general liability, underground, explosion and collapse hazard exposures, including product and completed operations hazards, in an amount of (i) \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00; (ii) \$2,000,000 products and completed operations aggregate; and (iii) \$2,000,000 personal and advertising injury, as well as a Broad Form CGL Endorsement and a non-owned and Hired Auto Endorsement;

12.2.3.3. Automobile Liability. The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

12.2.3.4. Umbrella Liability Insurance in the amount of \$5,000,000.00. The Contractor shall maintain or purchase Umbrella Liability Insurance with respect to employer's liability, general liability and automobile liability, and coverage shall be at least as broad as the underlying policies of liability insurance.

12.2.3.5. Professional Liability Insurance in the amount of \$5,000,000.00.

12.2.3.6. Workers' Compensation Insurance. With respect to all operations the Contractor performs and all those performed

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for the Contractor by its Subcontractor(s), the Contractor shall carry, and shall ensure that its Subcontractor(s) shall carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State, and the laws of the United States respectively. The Contractor shall have insurance for benefits payable under Connecticut's Workers' Compensation Law for any employee resident of and hired in Connecticut. With respect to any other employee protected by Workers' Compensation laws of any other state, the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee. Said Workers' Compensation policy covering employees in the State of Connecticut shall be in the following amounts:

12.2.3.6.1. Bodily Injury by accident in the amount of \$1,000,000.00 (each accident);

12.2.3.6.2. Bodily Injury by disease in the amount of \$500,000.00 (policy limit); and

12.2.3.6.3. Bodily injury by disease in the amount of \$100,000.00 (each employee).

12.2.3.7. Self-Insurance. If the State permits a Contractor election to be self-insured rather than acquiring coverage from an insurance company, the Contractor shall ensure to the State that it is adequately protected. The Contractor shall submit a notarized statement from an authorized representative providing the following information:

12.2.3.8. That the Contractor is self-insured;

12.2.3.9. That the Contractor has established a reserve fund that satisfies the minimum requirements set forth in this Agreement for the payment of Claims;

12.2.3.10. That the Contractor shall indemnify and hold the State harmless; and,

12.2.3.11. The name, title, and address of the person to be notified in the event of a claim.

12.2.4. Production of Insurance Policies. The Contractor shall produce, within five (5) Days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, Expiration or Termination of this Agreement.

12.2.5. Certificate of Insurance. In conjunction with the above, the Contractor agrees to furnish to the State a Certificate of Insurance on a form acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said certificate of insurance.

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The certificates of insurance shall contain a provision that coverage afforded under the policies shall not be canceled until at least fifteen (15) Days prior notice bearing this Agreement number has been given to the State.

The Contractor shall carry and maintain such insurance at all times during all Terms of this Agreement and during the time that any provisions survive the Termination or Expiration of this Agreement.

12.2.6. Failure to Maintain Insurance. In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the State may, at its option, purchase insurance and invoice or offset the Contractor’s invoices for the cost of said insurance.

13. LIMITATION OF LIABILITY

13.1. Except for the specific remedies set out in this Agreement, and subject to sovereign immunity limitations, it is the intent of the State to compensate the Contractor only for up to twice the amount of verified actual increased costs caused by or arising from acts or omissions on the part of the State that violate legal or contractual duties owed to the Contractor by the State.

13.2. Except for the specific remedies set out in this Agreement, the Contractor’s liability for all damages (whether in contract, tort, strict liability in tort or by statute or otherwise) for any Claim in any manner related to this Agreement, shall not, in the aggregate, exceed two times the Fixed Price of this Agreement, which is deemed to be Fifty Three Million Seven Hundred Eleven Thousand, Four Hundred (\$53,711,400.00) and 00/100 Dollars provided, however, that Contractor’s indemnification obligations as provided for in §12 of this Agreement shall include all manner of damages including but not limited to special, indirect, incidental, economic, or consequential damages, whatsoever, regardless of the legal theory under which such damages are incurred.

13.3. Notwithstanding anything to the contrary contained in this Agreement, should the State Terminate this Agreement for willful violations of the conditions as set forth in Section 3.5 hereof, Contractor’s liability for damages shall not exceed two times the fixed price of this Agreement, but shall include all manner of damages including but not limited to special, indirect, economic, punitive or consequential damages.

14. PATENT, COPYRIGHT, LICENSE AND PROPRIETARY RIGHTS.

14.1. Ownership of CIVLS.

14.1.1. All Work Product shall be the sole property of the State upon its creation or (in the case of copyrightable works) fixation in a tangible medium of

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expression, and the State shall own all rights, including all Intellectual Property Rights (as defined below), title and interest therein. Contractor hereby assigns to the State all of its right, title and interest in and to all of the Work Product and all copies of any of the foregoing, including, without limitation, all Intellectual Property Rights therein (and all renewals and extensions thereof), free and clear of all liens, Claims, charges, security interests, and other interests or encumbrances. Contractor acknowledges that all original works of authorship that are made by Contractor (solely or jointly with others) within the scope of its consulting relationship with the State and which are protectable copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. §101). Contractor expressly acknowledges that the Work Product will be or contain valuable and proprietary information of the State, and Contractor agrees not to disclose the same to any third party without the prior written permission of the State, or to use any such items to create any other computer programs either for its own use, for the benefit of others or otherwise.

14.1.2. Solely for the purpose of allowing Contractor to perform its obligations under this Agreement, the State hereby grants to Contractor such licenses as are necessary to (i) use, execute, reproduce, display, perform, modify, create derivative works of and distribute the Work Product, (ii) make, have made, use, have used and import any product and to practice or have practiced any process embodied in the Work Product, and (iii) the right to sublicense one or more authorized Subcontractors to do any of the foregoing. For the avoidance of doubt, Contractor’s exercise of the foregoing licenses shall be limited to such activities as are reasonably necessary to allow Contractor to perform its obligations under this Agreement and all such licenses shall terminate upon the Termination of this Agreement.

14.1.3. Title and ownership to any Hardware obtained pursuant to this Agreement shall remain vested in the Contractor until delivery to and acceptance by the State of the Hardware, at which time the Contractor shall execute and deliver a bill of sale for the Hardware. With respect thereto the Contractor warrants that the State shall acquire good and clear title to all the Hardware, free and clear of all liens and encumbrances.

14.1.4. The Contractor agrees to supply the State with a CIVLS system that meets the State’s requirements.

14.1.5. The Contractor certifies, represents and warrants that the Contractor owns and possesses all rights and interests in any Licensed Software and Contractor Works (as set forth in Attachment 6 of Schedule A) necessary to enter into, and perform in accordance with, this Agreement with the State;

14.1.6. The Contractor (or its licensor, as applicable) will retain all right, title, and interest, including all Intellectual Property Rights, in and to the Licensed Software or and Contractor Works;

14.1.7. If Contractor proposes to include any Contractor Works or Licensed Software in the Work Product or otherwise delivers Contractor Works or Licensed Software to the State, Contractor shall disclose the same to the State prior to incorporation of such material in the Work Product or delivery to the State. Except with regard to the 3M Software, in the event (and to the

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extent) that the Work Product contains Contractor Works or Licensed Software or the Contractor otherwise delivers Contractor Works or Licensed Software to the State, Contractor hereby grants to the State a non-exclusive, perpetual, irrevocable, transferable, world-wide, royalty-free, license, with the right to sublicense, to: (i) use, execute, reproduce, display, perform, modify, prepare derivative works based on, and distribute such Contractor Works and/or Licensed Software for any governmental purpose (including, any private party acting as an authorized agent of the State), (ii) make, have made, use, have used, sell or otherwise transfer and import any product based on such Contractor Works and Licensed Software and to practice or have practiced any process embodied in such Contractor Material /or Licensed Software for any governmental purpose (including, any private party acting as an authorized agent of the State); and (iii) authorize others to do any or all of the foregoing. The provisions of this section shall apply to licensed software that is listed on the Product Schedule and that the State purchases from the Contractor;

14.1.8. The Contractor hereby certifies, represents and warrants that (a) the State may use the Licensed Software and/or Contractor Works on any or all processors used, owned or controlled by the State and like or similar organizations that may hereafter be formed or associated with the State, (b) Irrespective of the number of processors owned or controlled by the State upon which the Licensed Software is used, the State shall pay only the fees expressly stated in this Agreement, and (c) the State shall have the right to reproduce the Licensed Software and Contractor Works only on a limited basis reasonably related to the State’s authorized use thereof and provided that all copies shall retain all restrictive and proprietary markings, legends and notices appearing on or contained within the original.;

14.1.9. The Contractor agrees to design, program, test and implement modifications to the Licensed Software or Contractor Works as proposed and as may be modified or superseded by the detailed design specifications, to be developed during SVP; and,

14.1.10. The Contractor agrees to provide the State all Source Code for all software Deliverables (including an agreed-upon number of copies of the complete Source Code) contained on machine-readable media; provided, that, with regard to the Source Code for the Licensed Software the State shall abide by the terms of this Agreement and further agrees to use commercially reasonable efforts to log all access to such Source Code. Contractor or its designee shall have the right to audit such access logs upon reasonable notice.

14.2. 3M Software.

14.2.1. The Contractor represents and warrants that 3M owns the 3M Software. The Contractor further represents and warrants that it has a binding and enforceable written agreement with 3M in which (a) 3M has granted Contractor the limited right and license to sublicense the 3M Software to the State in accordance with solely the terms and conditions of this §14.2; (b) 3M has agreed that any customizations or derivative works of the 3M Software that are generated by the State in accordance with the license set forth herein shall be owned by the State; (c) the Pre-Production Software License and the Production Software License set forth in this §14.2 vest in the State as set forth in Sections 14.2.2 and 14.2.3; (c) the Production Software License granted to

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the State is perpetual and irrevocable and shall survive any Expiration or Termination, for any reason, of this Agreement or the agreement between 3M and Contractor; (d) in the event of termination of this Agreement or the agreement between the 3M and Contractor, at no charge, 3M will deliver directly to the State any Upgrades to the 3M Software that are made generally commercially available by 3M during the Warranty Period and Maintenance Period, provided that the State agrees that such Upgrades shall be governed by the terms of the Production Software License; (e) the State is an intended third party beneficiary of the agreement between 3M and Contractor and, accordingly, shall have the right to enforce its terms directly against 3M, including as if references to Contractor were references to the State; and (f) the agreement between 3M and Contractor may not be amended without the State’s prior written approval. The State disclaims and waives all right, title or interest in the 3M Software other than the rights set forth in this §14.2 and any written agreement between the State and 3M or to which the State is a third party beneficiary.

14.2.2. Pre-Production Software License. It is contemplated that Contractor will deliver to the State pre-production versions of individual Releases of the 3M Software to facilitate the State’s evaluation and testing of the 3M Software (“Pre-Production Releases”). Contractor hereby grants to the State a limited, non-exclusive, royalty-free, personal, non-transferable, non-sublicensable right and license to use such Pre-Production Releases, in object form only, for its internal, non-commercial business purposes in connection with the evaluation and acceptance testing of the 3M Software. The State is strictly prohibited from copying, modifying, distributing or creating derivative works of the Pre-Production Releases, and shall not use the Pre-Production Releases, or any result of the testing and evaluation thereof, for any purpose whatsoever other than to evaluate the possibility of licensing the 3M Software on a commercial basis. All rights to the Pre-Production Releases that are not expressly granted to the State herein are reserved to Contractor and its licensor. This Pre-Production Software License shall expire upon the earlier of (i) Expiration or Termination of this Agreement or (ii) the State’s acceptance of the Release pursuant to Section 9.3 of this Agreement. The Pre-Production releases are “BETA” software, provided “as is.”

Under no circumstances shall Licensee install or use the Pre-Production Releases in a production environment.

14.2.3. Production Software License. Upon acceptance of a release of 3M Software pursuant to Section 9.3 of this Agreement, and payment to 3M of all license fees as set forth in the agreement between 3M and Contractor, Contractor hereby grants to the State a fully paid, perpetual, irrevocable, world-wide, nonexclusive, non-transferable, royalty-free right and license to use, copy, execute, reproduce, display, perform, modify, distribute copies of and create derivative works of such release of 3M Software and any Upgrades thereto that are delivered to the State solely for the ordinary business purposes of DMV, DOIT or its successor agencies, and to authorize others to do any or all of the foregoing in furtherance of the ordinary business purposes of the Connecticut Department of Motor Vehicles and Department of Information Technology. The State shall not rent, loan, or sublicense the 3M Software or otherwise use the 3M Software in any manner that is not expressly authorized by the terms set forth in this subsection 14.2. All rights to the 3M Software that are not expressly granted to the State herein are reserved to Contractor and its licensor, 3M.

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14.2.4. Notwithstanding anything to the contrary contained elsewhere in this Agreement, any customizations or derivative works of the 3M Software that are generated by the State in accordance with the license set forth above shall be owned by the State.

14.2.5. Contractor may terminate the State’s license in the 3M Software if the State has been found by a court or other tribunal to be in material breach of any of the material terms and conditions of this §14.2. In the event of Termination, the State shall cease to use the 3M Software within eighteen (18) months of such Termination, and shall within thirty (30) days of such cessation certify to the Contractor that the State has discontinued use of the 3M Software.

14.2.6. Contractor represents and warrants that the 3M Software (including Developmental Releases thereof) contains valuable confidential, proprietary and trade secret information belonging to 3M. The State, in accordance with the provisions of FOIA, agrees to keep the 3M Software and any Upgrades thereto that are delivered to the State confidential in accordance with §14.6.10 and to use the 3M Software only to exercise its license rights under this §14.2.

14.2.7. Contractor represents and warrants that the 3M Software is commercial computer software and documentation developed exclusively at private expense, and in all respects is proprietary data belonging solely to 3M. If the 3M Motor Vehicle Systems Software is acquired by or on behalf of agencies or units of the Department of Defense (DoD), then, pursuant to DoD FAR Supplement §227.7202 and its successors (48 C.F.R. 227.7202) the Government's right to use, reproduce or disclose the 3M Software is subject to the restrictions of this §4.2. If the 3M Software is acquired by or on behalf of civilian agencies of the United States Government, then, pursuant to FAR §12.212 and its successors (48 C.F.R. §12.212), the Government's right to use, reproduce or disclose the 3M Software is subject to the restrictions of this §4.2.

14.2.8. The State shall not export the 3M Software from the United States without the prior written authorization of the Contractor and if so authorized, then only in compliance with applicable export laws and regulations.

14.2.9. The Contractor and the State stipulate and agree that 3M is an intended third-party beneficiary of §14.2 of this Agreement and that 3M may enforce any term or condition of §14.2 of this Agreement with regard to the 3M Software directly against Licensee, subject to the limitations of the State’s liability and immunities provided by law, or set forth in the other sections of this Agreement. Without limiting the forgoing, 3M may petition Claims Commissioner of the State of Connecticut for any and all Claims , arising from the State’s breach of the this §14.2. Contractor and the State shall not modify the terms and conditions of this Agreement in any manner that creates, modifies, suspends or terminates any right or obligation of 3M hereunder without 3M’s prior, written consent.

14.3. Ownership of Data.

It is understood and agreed by Contractor that any and all data hosted by the 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 CIVLS.

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14.4. Patent and Copyright Protection.

In accordance with Conn. Reg. §4d-3-9(b), the Contractor shall indemnify, defend, and hold harmless the State, its agencies, officers, employees, and agents from and against all losses, liabilities, damages (including taxes) and all related costs and expenses (including reasonable attorney fees and all court awarded fees and costs, disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any Claim, lawsuit or proceeding brought against the State, its agencies, officers, employees and agents, by any third party, to the extent that such Claim, action or proceeding is based on a Claim that any Deliverable provided or recommended by the Contractor, including but not limited to software furnished herein, or the operation of such Deliverable infringes any Intellectual Property Right of any Person, which right is enforceable under the laws of the United States. Any claimed infringement that results from the combination of a Deliverable furnished hereunder with other hardware and/or software apparatus, or devices not furnished hereunder and not integrated together with the written advice and consent of the Contractor’s Project Manager is specifically excluded from the terms of this indemnification provision. It is further agreed, except as provided herein, that the Contractor’s obligation to indemnify, defend, and hold harmless the State, its agencies, officers, employees and agents, herein, is subject to the State granting the Contractor the right to control, the corresponding settlement and or legal proceedings at the Contractor’s sole cost and expense. Without affecting its indemnification obligations, the Contractor’s right to control the settlement and or legal proceedings as set forth herein shall be waived to the extent that the Contractor has: filed under any chapter of the bankruptcy code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against the Contractor and said petition is not discharged within sixty (60) Days, or becomes insolvent or makes a general assignment for the benefit of its creditors, or if its business or property shall come into the possession of its creditors, a receiver or any governmental agency or if the State determines that the settlement or defense of the legal proceedings will place the State in jeopardy. Both parties shall cooperate in the defense of such Claims or demands.

The State shall promptly, after receiving notice of the commencement or threatened commencement of any action or proceedings pertaining to an alleged infringement of any intellectual property right with respect to a Deliverable provided or recommended by the Contractor, notify the Contractor of such Claim. No failure to promptly notify the Contractor shall relieve the Contractor of its indemnification obligations except to the extent that the Contractor can demonstrate specific injury attributable to such failure. Within thirty (30) Days following receipt of written notice from the State relating to such claim, the Contractor shall notify the State in writing that it will assume control of the defense and settlement of that Claim, unless the State requires an earlier response from the Contractor, which shall not be less than ten (10) Days.

If, (1) in the Contractor’s opinion, the Deliverable, including but not limited to software furnished hereunder is likely to or does become the subject of a Claim of infringement as set forth in this provision or, (2) said Deliverable is, or in either parties reasonable opinion likely to be or held to be, infringing, the Contractor shall immediately notify the State in writing and without

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diminishing the Contractor's indemnification obligations, shall, at its expense and upon mutual agreement of the parties, (1) obtain or otherwise procure the right for the State to continue the use of such Deliverable at the Contractor's expense; (2) replace or modify to the reasonable satisfaction of the State, the Deliverable at issue with a Deliverable of equivalent function and performance so as to make it non-infringing, at the Contractor's expense (including all costs and expenses of integrating the replaced or modified component into CIVLS); or, (3) direct the return of the Deliverable and the Contractor will refund to the State the fees paid for such Deliverable subject to depreciation as set forth below. If the use of such Deliverable by the State is otherwise prevented by law, the Contractor agrees to take back such Deliverable. The State's refund shall be depreciated based on the State's use of the Deliverable from the date of Acceptance until the State is directed by Contractor to return the Deliverable or the State is enjoined from its use, according to the terms of this Agreement. The Contractor agrees to grant the State a refund for returned Deliverables, as depreciated. The depreciation shall be an equal amount per year over the life of the Deliverable in accordance with prevailing federal tax laws.

The Contractor shall reserve the right to control the proceedings and the entire cost and expense of the settlement negotiations and all legal proceedings to the extent it acknowledges its full indemnification obligations hereunder and can demonstrate to the satisfaction of the State its financial ability to carry out its defense and indemnity obligations. In conjunction with any such lawsuit, Claim, proceeding, or settlement, the Contractor shall keep the State informed of the progress thereof. With respect to any such settlement, the Contractor shall (a) bear the costs thereof (including any settlement amount which the State would be required to pay), however, the Contractor shall not have the right, without the State's consent, to settle any Claim, lawsuit or proceeding if the settlement contains a stipulation or admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the State which is beyond the scope of any indemnification provided by the Contractor to the State, and (b) make reasonable efforts to make any such settlement confidential.

The Contractor need not indemnify the State, however, to the extent a Claim of infringement is caused by (i) the State's unlicensed or unauthorized modification of the Deliverable; (ii) the State's failure to use corrections or enhancements delivered by the Contractor that are designed to avoid the infringement; (iii) the State's use of the Deliverable in combination with any product or information not owned, developed, delivered or recommended by the Contractor, or; (iv) any modification of the Source Code that is not expressly authorized by the Contractor as set forth in the change control process (established during SVP) provided to the State following each Release and upon Final System Acceptance.

14.5. Disclaimer of Patent License.

Except as otherwise set forth in this Agreement, nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of the Contractor, except that the State shall have the normal perpetual, nonexclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

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14.6. Confidentiality; Nondisclosure.

14.6.1. Confidential Information and Confidentiality. The Contractor acknowledges that, during the Term of this Agreement and in the course of performing its obligations hereunder, Contractor may receive or become exposed to confidential, proprietary or sensitive information of the State, DMV, DOIT and its or their customers, including without limitation, (i) all information regarding the State’s financial condition, information systems, business operations, methods, techniques and current, former and prospective customers (including, without limitation, any nonpublic personal information of or pertaining to such individuals), (ii) all information regarding the State’s security policies and procedures, including, without limitation, any access devices or access codes provided to the Contractor, and (iii) any information that is identified as “confidential” or “proprietary” or the like (collectively, “Confidential Information”). For purpose of this Agreement, “Confidential Information” shall include all material and information provided or made available by the State or its representatives to the Contractor or its Subcontractors or any Contractor Parties whether verbal, written, recorded magnetic media, cards or otherwise. The Contractor acknowledges and agrees that, as between the Contractor and the State, all Confidential Information shall remain the exclusive property of the State. Contractor shall not use and shall not permit any Person to use Confidential Information for any purpose other than as expressly required to perform its obligations under this Agreement. The Contractor shall maintain all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party other than an approved Subcontractor, to the extent required to perform obligations under this Agreement, provided, that, prior to disclosure to any approved Subcontractor, Contractor shall ensure that such approved has Subcontractor agreed in writing to provisions no less restrictive than the confidentiality and security-related provisions set forth in this Agreement. Contractor shall restrict access to Confidential Information to those employees who need to know such information to perform Services under this Agreement.

14.6.2. Information Security Program. To the extent any computer system or software owned, operated, maintained, or under the control or possession of the Contractor or to which Contractor has authorized access (any such system or software, excluding systems or software owned by the State, a “Contractor System”) has access to, possession or control of, or is involved in the collection, receipt, storage, archive, processing, delivery, transmission, or disposal of Confidential Information, the Contractor shall implement and maintain a comprehensive, written information security program, including appropriate administrative, technical and physical safeguards, designed to: (i) ensure the security, integrity and confidentiality of Confidential Information; (ii) protect against any anticipated threats or hazards to the security, integrity or confidentiality of such information, including, without limitation, any loss, corruption, destruction or mis-transmission of such information; (iii) protect against unauthorized access to or use of such information that could result in harm or inconvenience to the State the Department and its or their customers; (iv) ensure the proper disposal of Confidential Information, and (v) otherwise meet the objectives of all applicable state and federal laws, as the same may be amended or replaced from time to time (collectively, the “Privacy Laws”). The Contractor shall periodically review and, where necessary, revise its information security program to meet or exceed industry standards as those standards

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evolve over time and to appropriately adjust to any amendments to Privacy Laws. By signing this Agreement, the Contractor certifies that they currently have in place a comprehensive, written information security program that satisfies the requirements of this Agreement.

14.6.3. SAS70 Audit. If any Contractor System (as defined above) has access to, possession or control of, or is involved in the collection, receipt, storage, archive, processing, delivery, transmission, or disposal of Confidential Information, not less than once each year Contractor shall engage an independent certified auditor to conduct a SAS70 Type II or equivalent audit that includes any of Contractor's data center and/or business processes that have any contact however minimal with the State's data (including, without limitation, Confidential Information). Contractor shall provide to the State a copy of the service auditor's opinion report within thirty (30) Days of issuance.

14.6.4. Security Breaches. The Contractor agrees to promptly disclose to the State, with all relevant detail, any breach in Contractor's (or its Subcontractor's) security that could result in any harm to the State, the Department and its or their customers ("Intrusion"). An Intrusion includes, without limitation, (a) any unauthorized activity that results in the compromise of Contractor's information security program which makes possible access to Confidential Information, whether or not such access actually occurs, and (b) any instance in which Contractor reports or receives an inquiry concerning any breach of its information security system to or from any law enforcement agency. Contractor will notify the State of any Intrusion not later than twenty-four (24) hours after Contractor's discovery. Such notification will include, without limitation, when the Intrusion occurred, the effect of the Intrusion on the State, and corrective action taken to respond to the Intrusion. Contractor will take all appropriate corrective action to address the Intrusion. The Contractor shall pay for the State's commercially reasonable costs associated with (i) sending notice letters to its affected customers following any Intrusion, and (ii) credit monitoring for affected customers.

14.6.5. Back-up. Back-ups of any Confidential Information that are stored off-site by the Contractor, if any, shall be encrypted and the encryption methodology shall utilize a certified FIPS 140-2 cryptographic module.

14.6.6. Encryption. All Confidential Information stored electronically by the Contractor (including on laptops or other portable devices) or transmitted electronically from the Contractor to the State shall be encrypted and the encryption methodology shall utilize a certified FIPS 140-2 cryptographic module.

14.6.7. Data Storage. It is expressly understood and agreed that all Confidential Information provided to Contractor, to the extent stored by Contractor, will only be stored by Contractor on servers owned by Contractor, and housed in a data center operated by Contractor and staffed by Contractor's employees.

14.6.8. Survival. Contractor's obligations to protect and maintain the security, integrity and confidentiality of Confidential Information shall survive the Expiration or Termination of this Agreement for any reason. Upon request, Contractor shall, at its expense, promptly return to the State or destroy, as

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directed by the State, all copies of Confidential Information in Contractor’s possession or control, whether physical or electronic. Within thirty (30) Days from the date of any such request, an officer of Contractor will certify in writing to the State that Contractor has complied with all requirements of this paragraph.

14.6.9. The Contractor agrees to ensure the confidentiality of Public Records or files that the Contractor has access to, and that remain exempt from disclosure under FOIA or other applicable law, including but not limited to the DPPA. The Contractor shall be subject to such civil and potential criminal sanctions for the unauthorized disclosure of such Records or files as the law requires. The Contractor and its employees, Contractor Parties, Subcontractors and authorized representatives shall be treated as state employees with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

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

14.6.11. The State shall use any Licensed Software only in accordance with this Agreement. Except as permitted by this Agreement, the State shall not sell, lease, license or otherwise transfer with or without consideration, any such Licensed Software 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 §14.) or permit any third party to reproduce or copy or otherwise use such Licensed Software. Except as permitted by this Agreement, the State will not create derivative works, translate, reverse engineer or decompile the Licensed Software, 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 Licensed Software.

14.6.12. Contractor hereby agrees that:

14.6.12.1. Confidential Information may not be removed, altered, or disclosed to others in whole or in part by Contractor or its Subcontractors or any Contractor Parties.

14.6.12.2. All State and Department security procedures shall be adhered to by Contractor (including all Contractor Parties) and its Subcontractors.

14.6.13. It is expressly understood and agreed that the obligations of this §14 shall survive the Termination of this Agreement.

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15. GENERAL PROVISIONS.

15.1. Disputes.

Should any disputes arise with respect to the Contract, the Contractor and the State agree to act immediately to resolve such dispute. The Contractor agrees that the existence of the dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement of all non-disputed work; any additional costs incurred by the Contractor or the State as a result of such failure to proceed will be borne by the Contractor, and the Contractor will make no claim against the State for such costs.

15.2. General Provisions.

15.2.1. 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.

15.2.2. 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.

15.2.3. The terms of this Agreement (including, without limitation, rates and pricing), are at least as favorable to the State as Contractor offerings to any other state or local government customer for the same or similar products and Services. If during the Term of this Agreement Contractor provides more favorable terms to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.

15.2.4. 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 provision shall not constitute a waiver of future performance of such provision, unless such waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

15.2.5. 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 at no cost or charge to the other party. 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.

15.2.6. The State agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Licensed Software.

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

15.2.7.1.1. the State may retain and continue to use the old version of the Licensed Software and return the new version to Contractor; or,

15.2.7.1.2. the State may retain and use the new version of the Licensed Software 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,

15.2.7.1.3. the State may retain and use both versions of the Licensed Software, provided Department pays Contractor the applicable license fees and maintenance and support charges for both versions of the Licensed Software.

15.2.8. 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.

15.2.8.1. No advertising, sales promotion or other materials of the Contractor or any Contractor Parties may identify or reference this Agreement, or the State or the Department in any manner without obtaining the State's prior written consent.

15.2.8.2. As a condition of entering into this Agreement, the Contractor agrees that it shall refrain from the following, absent the State's prior written approval: (a) making any statement to the media regarding the subject matter of the RFP or this Agreement; or (b) making any statement to the media on any issue which is in the State's judgment likely to cause the Contractor or State staff to be viewed as anything other than neutral with respect to the subject matter of the RFP or this Agreement, or cast doubt on the competence or integrity of the State.

15.2.8.3. Failure to comply with this sub-section by the Contractor shall constitute a material breach and, without limiting any other remedies the State may have, shall entitle the State to terminate this Agreement for default, without penalty.

15.2.9. Contractor agrees to execute any and all additional documents and to take any actions which may be necessary to fully effectuate the terms and conditions of this Agreement.

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15.2.10. The State, the Department, the Department of Information Technology, the Connecticut Attorney General, and 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 Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

15.3. Communications.

15.3.1. Any notices or other communications hereunder or with respect to this Agreement shall be in writing and shall be given to the parties by hand, by nationally recognized overnight courier service or by U.S. mail, postage prepaid, at the addresses set forth below. Notices shall be deemed to have been received upon the earlier of actual receipt thereof or, with respect to delivery (a) by overnight courier or overnight express mail, the next business day following delivery to such overnight courier or the U.S. Postal Service and (b) by U.S. mail, the third day following such delivery to the U.S. Postal Service. Any party may change its notice address by written notice to the others

15.3.2. Unless notified otherwise by the other party in accordance with this section, correspondence, notices, and coordination between the parties to this Agreement and 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: Science Applications International Corporation
Defense and Maritime Solutions Business Unit
2877 Guardian Lane
Virginia Beach, VA 23452

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

State: Department of Motor Vehicles
Project Administrator, CIVLS Project
60 State Street
Wethersfield, CT 06061

Contractor: Science Applications International Corporation
Defense and Maritime Solutions Business Unit
2877 Guardian Lane
Virginia Beach, VA 23452

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15.4. Forum and Choice of Law.

This Agreement shall be deemed to have been made in the City of East Hartford, State of Connecticut. The Contractor and the State agree that it is fair and reasonable for the validity and construction of this Agreement 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, 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 in this Agreement shall constitute a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor hereby waives any objection which it may now have or will have to the laying of venue of any Claims in Connecticut and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

15.5. Force Majeure.

15.5.1. Neither party shall be liable for any default, failure or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; terrorist acts; war, strikes, lockouts, or any other cause beyond the reasonable control of such Party; provided the non-performing Party and its approved Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans or other means.

15.5.2. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by acts of the other party, court actions, governmental regulatory or administrative actions, temporary or permanent injunctions, or other judicial orders or actions, whether the case, suit or proceeding is initiated by a party or by a third party.

15.5.3. In each such event set out in this section, the non-performing party shall be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay, provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

15.6. Antitrust.

The Contractor hereby assigns to the State all rights, title and interest in and to all Claims that it may have or will have, directly or indirectly, under 15 U.S.C. 15 or under Conn. Gen. Stat. Title 35, Chapter 624, relating in any way to the types

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of products and associated Services that are the subject of this Agreement. This assignment shall be made and become valid from the effective date of this Agreement, without any further action or acknowledgment by the parties. The Contractor shall include the following paragraph in any type of contract that it may enter into with any approved Subcontractor relating to the Contract:

The [NAME OF APPROVED SUBCONTRACTOR] shall assign to the State of Connecticut all rights, title and interest in and to all actions, suits, Claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum, that it may have or will have under 15 U.S.C. 15. or under Conn. Gen. Stat. Title 35, Chapter 624, relating in any way to the types of products and associated Services that are the subject of the contract between the Contractor and the State of Connecticut, dated July 15, 2009. This assignment shall be made and become valid from the effective date of the contract, without any further action or acknowledgment by the parties.

15.7. Tangible Personal Property.

15.7.1. 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:

15.7.1.1. For the Term of this Agreement, 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;

15.7.1.2. A customer’s payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

15.7.1.3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Agreement, 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;

15.7.1.4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and,

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

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15.7.2. For purposes of this section of the Agreement, the word “Affiliate” means any person, as defined in C.G.S., §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

15.7.3. 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 this section.

15.8. Non-Waiver of Immunity.

The State and the Contractor acknowledge and agree that nothing in this Agreement 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

15.9. Conflicts or Uncertainties of Interpretation.

The terms of the RFP, the Proposal, and any written responses or materials submitted to the State by the Contractor subsequent to the Proposal may be used as aids to the interpretation of any term, condition or obligation of the Agreement. In the case of any conflict or alleged conflict of provisions or the interpretation thereof, the provisions of the Agreement (including all Schedules, Attachments and Exhibits to the Agreement) shall prevail. However, in the case of any such conflict or alleged conflict between separate provisions of the Agreement, or between any provision of the Agreement and any one or more of the provisions of the above-referenced, supporting documents that pertain to the obligations of the Contractor to perform the Services and to provide all the Deliverables necessary for CIVLS, that provision and the interpretation thereof that, in the opinion of the Contract Administrator, is most in accord and most furthers the said obligations of the Contractor shall prevail. Unless explicitly set forth in this Agreement, any assumptions raised by the Contractor in its Proposal shall be null and void.

16. NEWS RELEASES.

The State is the only entity authorized to issue news releases relating to the CIVLS and this Agreement. The Contractor may not issue news releases, except with the express prior written approval of the State, nor shall the name of the State or any of its agencies or officials be used in any public communication

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without such approval.

17. PUBLIC RECORDS.

17.1. 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.

17.2. 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.

17.3. Public Records.

This Agreement may be subject to the provisions of C.G.S., §1-218. 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 C.G.S., §§1-205 and 1-206.

17.4. 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 Conn. Gen. Stat. §1-210(a 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 Conn. Gen. Stat. §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.

17.5. Disclosure of Public Records.

In accordance with Conn. Gen. Stat. §4d-36, neither the Contractor nor

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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.

17.6. 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.

17.7. Contractor’s Obligation to Notify DOIT regarding 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.

18. MANDATORY REQUIREMENTS OF THE STATE.

18.1. Summary of State Ethics Laws.

Pursuant to the requirements of C.G.S., §1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to C.G.S., §1-81b shall be incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement. This provision affirms that the key employees of the Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. This provision applies to Proposals for large state construction or procurement contracts.

18.1.1. Large state construction or procurement contract” means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in C.G.S., §4a-50, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

18.1.2. Furthermore, pursuant to Conn. Gen. Stat., §1-101qq, the Contractor shall incorporate and include the Summary in all contracts with any Subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The Contractor shall require in said contracts that the key employees of any Subcontractor or consultant affirm that they have received, reviewed and understand the summary and agree to comply with the provisions of the State ethics laws. The Proposer shall such

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affirmations to the State promptly.

18.1.3. The Summary of State Ethics Laws, Affirmation of its Receipt and Guide to the Code of Ethics for Current or Potential State Contractors and the required Consulting Agreement Affidavit are attached to this document.

18.2. Campaign Contribution Restriction.

18.2.1. With regard to a 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 the Notice of the State Elections Enforcement Commission to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (SEEC Form 11) and Gift and Campaign Contribution Certification, attached hereto and made a part hereof as Schedules K and L. This requirement (the "CCR Section") was a condition of the Proposal and shall be incorporated by reference in this Agreement, pursuant to Conn. Gen. Stat. §9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for Proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

18.2.2. For purposes of this CCR Section only:

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

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

18.2.2.3. "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal Services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the

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acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

18.2.2.4. "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the Termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

18.2.2.5. "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a Proposal in response to a request for Proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under C.G.S., §4a-100. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

18.2.2.6. "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under §501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subsection, or (F) a political committee established by or on behalf of an individual described in this subsection, or as this definition may

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otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

18.2.3. No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for Proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (a) 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, (b) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (c) a party committee.

18.2.4. No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for Proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (a) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (b) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (c) a party committee.

18.2.5. If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

18.2.6. If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for Proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

18.2.7. The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that:

18.2.7.1. such officer has informed each individual described in subsection (1)(f) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (2) or (3) of this CCR Section, whichever is applicable, and this subsection (6);

18.2.7.2. no such individual will make or solicit a contribution in violation of the provisions of subsection (2) or (3) of this CCR Section, whichever is applicable, and this subsection (6); and,

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18.2.7.3. if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for Proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services (“DAS”), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission (“SEEC”) prescribes.

18.2.8. The person executing the affidavit referenced in §18.2.7 shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

18.2.9. Notwithstanding any other provision in the contract, invitation to bid, request for Proposals and prequalification application:

18.2.9.1. The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fails to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of the contract. If the State Agency or Quasi-public Agency determines that a breach of the contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the

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Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

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

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

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

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

18.3. Executive Orders.

This Agreement 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. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and Services, Executive

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Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions.

The Executive Orders are attached hereto and made a part hereof as Schedule F.

18.4. Equal Opportunity.

18.4.1. By submitting a Proposal, the Contractor agreed to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by the RFP and this Agreement. The Contractor further agrees that it will at all times during the Term of the Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act ("FLSA"), the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), and all OSHA regulations applicable to the work covered by this Agreement.

18.4.2. The State is an equal opportunity and affirmative action employer and does not discriminate in its hiring, employment or business practices, including its purchasing policies.

18.4.3. Moreover, the State is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, Services, or activities. The laws of the State strive to ensure that all segments of the business community have access to supplying the goods and Services needed by the State. Connecticut affirmatively works to encourage utilization of minority business enterprise in all procurement activities. The State provides equal opportunity for all businesses and does not discriminate against any Proposer regardless of race, color, religion, age, sex, national origin, or disability.

18.5. Nondiscrimination Provisions.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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

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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.

- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a

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

- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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.
- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) 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

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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).

18.6 Audit Requirements for State Grants.

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

18.7 Whistleblower Provision.

This Agreement may be subject to the provisions of Conn. Gen. Stat., §4-61dd. 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 Contractor in retaliation for such employee's disclosure to the 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 Agreement. 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.

18.8 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.

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18.9 Entirety of Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings of the parties, whether written or oral. Further, no alteration, modification or interpretation of this Agreement shall be binding unless in writing and signed by both parties. This Agreement shall be entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. The State and the Contractor will participate in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against the State or the Contractor solely by virtue of the fact that either the State or the Contractor may be considered the drafter of this Agreement or any particular part of it.

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SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Conn. Gen. Stat. §§4d-2, 4d-5 and 4d-8.

FOR: Science Applications International Corporation

BY: Sandra K. Hinzman

NAME:

Sandra K. Hinzman

TITLE:

Vice President and Business Unit
Contracts Director

DATE:

28 Aug 2009

FOR: STATE OF CONNECTICUT

BY: Diane S Wallace

NAME: Diane S. Wallace

DATE: Sept 3, 2009

APPROVED AS TO FORM:

Will B. Nill
Attorney General of the State of Connecticut

ASSOC. ATTY GENERAL
DATE: 12/3/09

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1. Project Plan.

A. General. The Project Plan (developed in Microsoft Project) is attached hereto as **Attachment 1 of Schedule A**. The Project Plan includes a detailed Work Breakdown Structure (“WBS”) and schedule which identifies all project tasks, dependencies, start and finish dates, and assigned resources. The plan also identifies all project-related milestones, and deliverables. The Contractor shall provide the State with an updated Project Plan at the conclusion of the Solution Validation Phase (WBS 3.0 - SVP), which will be updated with each Release or as mutually agreed upon by the parties.

The terms of this Agreement and the documents which comprise the Project Plan shall define, among other things:

- (1) The goals and objectives of the Project;
- (2) The scope of work to be completed;
- (3) Project Deliverables and acceptance criteria;
- (4) Project operating procedures;
- (5) Change control rules;
- (6) Communications plans;
- (7) The project organizational structure;
- (8) Contractor personnel assignments;
- (9) The Schedule;
- (10) Resources; and,
- (11) Team contact information.

B. Contractor Responsibilities. The Contractor represents and warrants that it shall provide an integrated project management and tool environment that will perform as demonstrated during the SVP. In this regard,

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(1) The Contractor shall load the WBS into Microsoft Project Server as the primary planning document to execute and control the project. All project tasks shall be updated, scheduled, and resource loaded.

(2) The Contractor’s project manager shall work with the State Project Administrator to schedule and level work for Contractor and State resources across all tasks.

(3) The Contractor shall identify task dependencies and use the critical path method to assess the impact of any individual task slippage on the overall project schedule.

(4) The Contractor’s iterative development methodology will ensure the accuracy of these models by delivering complete solution components (versus individual design deliverables) with each iterative build cycle.

(5) For the duration of the Term of the Agreement, the Contractor shall provide monthly project plan and schedule updates, status reports, and estimates of the time -to-complete the Project. The Contractor’s status reports shall cover all project work, including prime contract, subcontract, and on-site and off-site development.

(6) The Contractor shall continually improve the work plan and schedule further to ensure that resources are effectively deployed.

C. Contractor Representations with respect to Implementation of CIVLS.

The Contractor represents that it taking a comprehensive and holistic approach to implementing the CIVLS Solution Requirements as set forth in **Schedule A, Part 2** within the firm fixed price set forth in this Agreement. The Contractor’s approach and solution shall provide all of the elements necessary to successfully execute the CIVLS Project. In this regard,

(1) The Contractor represents that the foundation of any solution can be found in the quality of the people implementing the solution and that a system as complex as CIVLS requires a capable, experienced, cross-functional team.

(2) The Contractor shall provide the most experienced and capable team available in the marketplace. The Contractor’s team combines extensive motor vehicle, software development, technical, program management, quality assurance, training, and deployment professionals with extensive experience implementing similar solutions.

(3) The Contractor shall leverage proven delivery processes that are based on a combination of industry standard methodologies and best practices in light of the fact that a project as complex as CIVLS requires the Contractor to complete a variety of work from solution design, requirements definition, and

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technical design to systems development, data conversion, systems integration and testing to training and deployment. The Contractor represents and warrants that the foundation of the Contractor’s processes include an iterative, phased development life cycle, which is designed to reduce risk, minimize operational conflicts, and deliver value repeatability, as early in the project life cycle as possible.

(4) The Contractor’s CIVLS solution represents intelligent use of technology in support of motor vehicle operations and shall be built upon the 3M Motor Vehicle Systems (MVS) Enterprise Software Suite, which is a highly configurable, MOTS product that leverages a highly scalable, extensible, and secure set of technologies. The Contractor represents that:

(a) MVS is the most functionally robust motor vehicle solution available and the only solution fully deployed and proven in uniquely challenging, high-transaction volume motor vehicle operations environments. All of the underlying foundation technologies that enable CIVLS to function are based upon industry standard technologies that are widely accepted and supported.

(b) 3M’s MVS Enterprise Software Suite includes applications that support the needs of motor vehicle departments of today and into the future. These system components are built using industry best practices and are written to leverage the benefits of the technology. This allows the 3M MVS Enterprise Software Suite to lessen a jurisdiction’s long-term total cost of ownership and reduces the risk of premature technology obsolescence.

(c) It’s technologies are implemented using industry standard best practices and are built from the ground up in an SOA construct for ease of integration and to enable system component reuse.

(d) CIVLS combines the people, processes, and technology working together to meet all of the State’s requirements. It shall include all of the functional and technical components required by CIVLS along with all of the professional services required to design, implement, and deploy the solution using proven delivery methodologies.

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1.1. Overview of Implementation Approach.

The Project shall be structured on a phased implementation approach commencing with the SVP followed by four major Releases with each Release comprising a number of iterative systems development build cycles.

A. SVP. The Contractor represents and warrants that the SVP is designed to both demonstrate and validate how CIVLS will fulfill the business and technical requirements set forth in this Agreement. During the SVP the Contractor shall set up and install all infrastructure necessary to run components of CIVLS and provide detailed, facilitated demonstrations of all functionality.

(1) The Contractor represents that its experience demonstrates that a primary risk in virtually all software development projects lies in not completely understanding and satisfying customer requirements. The SVP is designed to ensure State satisfaction with the Contractor’s approach to CIVLS early in the term of the Agreement.

(2) In this regard, the Contractor shall assign skilled facilitators to work with State to model DMV-specific business processes, business rules, and data requirements and demonstrate how CIVLS will fulfill those requirements. The State will provide business and technical subject matter experts who are familiar with DMV operations and who are authorized to validate, refine and elaborate CIVLS requirements.

(3) The Contractor shall develop customizations concurrently with the configuration of CIVLS functionality in order to minimize the need for changes in the Project.

(4) The Contractor shall validate and identify State-specific requirements against the CIVLS framework in the SVP.

(5) The Contractor shall document all configuration requirements gathered in the SVP and map them to the Project Plan and the Project Implementation Summary.

(6) The Contractor shall confirm and document any required customizations and discuss such customizations with the State Project Administrator. Thereafter, with respect to any approved customization, the Contractor shall map such customizations resulting from the approved SVP into the Project Plan and the Project Implementation Summary.

(7) The Contractor shall maintain strict configuration control of all configurations and customization in order to ensure complete traceability throughout the term of the Agreement

B. The Four Releases. The implementation of CIVLS shall occur in four major Releases. Each Release shall include complete system development life cycle, including all of the work necessary to define, develop, test, and deploy a major subcomponent (i.e., deliverable) of the overall system. Releases shall also include all systems integration, data conversion, training, and cutover work along with go-live activities and transitioning the system into operations.

In addition to the SVP (Project Planning and Initiation) the four Releases are:

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- (1) Release 1 – Back Office Financials and Infrastructure
- (2) Release 2 – Vehicle and Dealer Related Functionality
- (3) Release 3 – Driver Related Functionality
- (4) Release 4 – Completion of all final CIVLS Components

The four major Releases as well as Final System Acceptance, Project Closeout tasks and Warranty Liquidation) are more fully set forth in the Agreement and Attachment 1 and 2 of this Schedule of Services (“Project Plan” and “Project Implementation Summary”).

C. The Contractor’s Professional Standard.

(1) The Contractor’s software development processes are certified for ISO 9001:2001 standard, which addresses software product quality.

(2) The Contractor’s systems implementation methodology, including the multi-release strategy, is designed to limit and mitigate risks while simultaneously providing the benefit and value of the new CIVLS capability as early as possible.

(3) The Contractor represents that by breaking down the functional components into smaller, individual releases the amount of training, knowledge transfer, data conversion, testing, and support required on any given deployment is reduced, making each release more manageable.

(4) The Contractor understands and accepts the State’s requirements with regard to final system Acceptance and system Warranty. All Deliverables that are released prior to final system Acceptance shall remain under Warranty through the full Warranty Period.

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1.2. Project Milestones, Deliverables and Tasks.

A. Defined. The Project Plan and Project Implementation Summary shall identify all major project tasks, deliverables, and milestones. The Contractor agrees that each integrated functional plan pertaining to CIVLS shall:

(1) Define all application life-cycle activities and shall be consistent with the State’s systems development methodology standards.

(2) Be developed by experienced Contractor experts in order to meet the DMV’s unique requirements. In this regard, every functional area is led by an experienced team leader who updates his or her respective functional plan and oversees related work throughout the project life cycle.

(3) Be integrated into the Project Plan and approved by the State.

The Contractor represents that it fully understands the State’s configuration requirements and logically group and map these configuration requirements.

B. Configuration Templates: Build Cycles. To assist in the process of identifying and allocating the breakdown of configurations into build cycles, the Contractor shall use configuration templates which identify the various credential types (e.g. license/registration, etc) and product types (e.g. drivers license, commercial license, etc.) along with a summary of the top level business rules which would apply. The templates do not define the rules themselves, but rather describes which types of rules would apply to each product type.

(1) These configuration templates shall be completed by the Contractor following consultation with the State and then analyzed by the Contractor’s technical and project management team leaders.

(2) They are then mapped into the technical and configuration plans which identify specific work (i.e., configurations to the system which are made) to be done with each build cycle.

The Project Plan and the Project Implementation Summary shall be updated as part of the SVP.

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1.3. Review and Acceptance Process.

The review and Acceptance process is addressed in Section 9 of the Agreement.

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1.4. Project Staffing.

A. Project Teams. The Contractor shall organize the project delivery resources into teams, as set forth below. The team shall work with the State to ensure that the project is delivered on time, on budget, and in compliance with State requirements. The Contractor’s team-based approach ensures the State has all proper Contractor staffing and resources available to deliver the CIVLS project as planned. The Contractor shall also provide backup of all key resources, reducing any potentially negative impact related to unplanned turnover risks

Each team shall interact with their appropriate counterparts at the State. The Contractor represents that this approach ensures that all cross-functional disciplines are executed based on proven best practices and that the teams are integrated to ensure all of the project work comes together as planned. The roles and responsibilities for each team are as follows:

(1) **CIVLS Executive Management Team** shall provide oversight for all project activities and ensures that adequate resources are provided to the various delivery teams. The Contractor’s CIVLS Executive Management Team shall:

- (a) Provide executive points of contact to resolve any major issues and works closely with the State executive and program management leadership to ensure all requirements are satisfactorily met;
- (b) Be staffed by senior executives from the Contractor and its subcontractor, 3M, who are available to the State as required.

The Contractor is assigning a Program Executive and Program Manager, as set forth in the Agreement, to ensure CIVLS success.

(2) Through the **Contractor’s CIVLS Project Management Office** (“Contractor’s PMO”) the Contractor shall oversee and coordinate all of the day-to-day Project activities, support all of the Contractor’s work and maintain the overall integrated CIVLS Master Project Plan. The Contractor’s PMO is responsible for identifying and managing all project-related risks and issues to ensure the program meets all requirements and that work is completed on time. The Contractor’s PMO also addresses all project change issues and regularly reports status to the State and the Contractor’s CIVLS Executive Management Team. The Contractor’s PMO shall be staffed with qualified and experienced project managers.

(a) The Contractor shall provide a chief security officer (“CSO”) who is part of the Contractor’s PMO, rather than part of the Technical Leadership Team. The Contractor includes a CSO in the Contractor’s PMO because security is much more than the use of technology and implementing security technical standards. The CSO shall:

- (i) Develop and enforce security policies and procedures for the duration of the Project, including policies related to staffing the Project (e.g., performing background checks on all project personnel and ensuring confidential nondisclosure agreements are executed);

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(ii) Ensure the protection of all State private and confidential data, develops security test cases, oversees all project work, and reviews all project deliverables from a security compliance perspective; and,

(iii) Ensure that the CIVLS Solution complies with all security standards and requirements of CIVLS, the SVP and all DoIT standards necessary to protect the integrity of CIVLS.

(3) Through the **Configuration Management and Systems Administration Team** the Contractor shall ensure that all Project artifacts including code configurations are maintained with version control, in the proper environments, and are backed up as required as a result of the SVP in the event of infrastructure or environment technical issues. The Contractor shall provide a full-time, dedicated configuration management lead for the duration of the Project. With a large, distributed project team working in a large number of environments (e.g., development, test, staging, production) proper configuration control is critical.

This team also ensures that all the technical infrastructure runs and is supported as required. They provide project related technical support to all of the project resources to ensure everyone is working effectively and efficiently. The Contractor augments the configuration management lead with system administrators to support all of the infrastructure and end users in accordance with Contract Section 10.1.

(4) Through the **Technical Leadership Team** the Contractor shall provide depth and breadth of technical expertise to the project. This team shall include a number of specialists who shall ensure the overall solution meets all technical requirements, the architecture is maintained, development is done in compliance with technical standards, and that CIVLS shall perform as required. Through this team the Contractor shall oversee all technical activities; review all technical deliverables; and advise, guide and provide feedback to individual technical resources as required. The Contractor shall provide senior technical experts (who are available as needed and are skilled in a variety of technologies) including:

- (a) Chief engineer
- (b) Business analysis and requirements management team leader
- (c) 3M solution architect and technical lead
- (d) 3M product specialists
- (e) SOA and integration technical architectural lead
- (f) Infrastructure and operations lead
- (g) Document management and imaging lead
- (h) Business intelligence/Reporting and data warehouse lead
- (i) Portal and Internet technologies lead.

(5) Through the **Legacy Systems and Data Conversion Team** the Contractor shall be responsible for all data conversion activities, including reviewing legacy system documentation such as data models, structures, and

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technologies; mapping source data to CIVLS; designing, developing, testing, and executing all Extraction, Transformation, and Load (“ETL”) processes and scripts; reporting errors and assisting the State, which is responsible for data cleansing activities; and ensuring that clean data is properly converted as part of the cutover process to CIVLS. The Legacy Systems and Data Conversion Team shall be augmented with database developers who specialize in conversion and ETL processes.

(6) Through the **Testing and Quality Assurance Team** the Contractor shall be responsible for developing the overall testing and quality assurance plan, testing procedures, standards, processes, and tools. The Testing and Quality Assurance Team leader shall ensure that CIVLS is properly tested and complies with all system requirements and provide individual testing resources as required and integrate them with each of the delivery teams; however, they report to the Testing and Quality Assurance Team leader to maintain integrity and test independence.

(7) Through the **Organizational Change Management and Training Team** the Contractor shall support the State who is ultimately responsible for successful user adoption of the CIVLS. The Contractor shall provide organizational change management services which are designed to address end user issues and concerns related to changes in how employees perform work. The Contractor’s organizational change management services are based on the Awareness, Desire, Knowledge, Ability, and Reinforcement (“ADKAR™”) methodology.

The Contractor shall also provide a Training Team leader and 3M Training Lead, who are responsible for the design and execution of the final training plan. These team leaders are augmented with training developers and trainers, as required. This team shall work with the State to identify specific training requirements; develop training materials; and schedule, coordinate, and deliver all training activities.

The Contractor shall provide prepackaged training materials with respect to CIVLS which the Training Team shall customize for the specific CIVLS configurations, as implemented. The team performs train-the-trainer, end-user, and technical support training activities. Many training tasks are performed within the release go-live and transition phases as outlined in the Project Plan.

(8) The **CIVLS Development Teams** are cross-functional teams that execute all of the work associated with the iterative development build cycles outlined in the Project Plan. Through these teams the Contractor is responsible for eliciting and managing final detailed requirements; final system design, configuration, and any custom development; unit testing; and integration activities. These teams also assist the Contractor with all Release go-live and transition activities, including independent systems testing, user acceptance testing, data conversion, cut-over testing, training, cutover, go-live, and support.

Each Release shall include a dedicated CIVLS Development Team, which shall be comprised of the following:

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- (a) Release Development Team leader;
- (b) Business analysts;
- (c) 3M product specialists;
- (d) Developers;
- (e) Integration specialists;
- (f) Database developers and database administrators (DBAs);
- (g) User interface designers and developers; and,
- (h) Testers.

(9) Through the **Business Intelligence/Reporting and Data Warehouse Team** the Contractor shall be responsible for all of the design and development of the Business Intelligence/Reporting and Data Warehouse functionality as set forth in Attachment 8 of Schedule A. This team is staffed and leverages a similar iterative development methodology as the CIVLS Development Teams; however, the professional skills and experience of this team are focused on the requirements of Attachment 8 of Schedule A.

(10) Through the **Document Management and Imaging Team** the Contractor shall be responsible for all of the design and development of the Document Management and Imaging functionality for CIVLS. This team shall be staffed and leverages a similar iterative development methodology as the CIVLS Development Team; however, the professional skills and experience of this team are focused on document management and imaging.

(11) Through the **Internet Self-Service Team** the Contractor shall be responsible for all of the design and development of the Internet Self-Service functionality for CIVLS. This team is staffed and leverages a similar iterative development methodology as the CIVLS development teams; however, the professional skills and experience of this team are focused on Internet, integration, web, and portal technologies.

(12) Through the **Web Portal Team** the Contractor shall be responsible for all of the design and development of the Web Portal functionality for CIVLS. This team is staffed and leverages a similar iterative development methodology as the systems development teams; however, the professional skills and experience of this team are focused on Internet, integration, web, and portal technologies. The Web Portal Team shall release functionality closely aligned with the Internet Self-Service Team.

(13) Through the **Operations and Maintenance Team** the Contractor shall be responsible for all of the support and maintenance activities as set forth in this Agreement.

Individual Contractor staff may be members of multiple teams and may have responsibilities related to multiple roles.

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2. Roles and Responsibilities.

The following table sets forth the roles and responsibilities of the Contractor and the State for this Project. In order to facilitate the review of the table please note the following: (a) Lead (L) means the party with primary responsibility and ownership for the effort. Such assistance includes the contribution of skills and resources to complete the Project in accordance with the technical and functional requirements detailed within this Agreement. (b) Support (S) means the party with supporting roles in the performance of the effort. Such assistance includes the contribution of skills and resources to complete the Project in accordance with the technical and functional requirements set forth in this Agreement.

Role and Responsibilities	Contractor	State
1 Project Management		
1.1 Operate State Program Management Office (PMO).	S	L
1.2 Manage Contractor Project Team and Project Plan.	L	S
1.3 Manage State Project Team and Project Plan.	S	L
1.4 Perform management and oversight of the Project.	S	L
1.5 Authorize and approve change.		L
1.6 Implement change.	L	S
2 Quality Assurance		
2.1 Conduct QA Planning and Measurement.	L	S
2.2 Ensure quality of application system.	L	S
2.3 Establish risk and change management controls.	L	S
2.4 Schedule and conduct QA management meeting	S	L
2.5 Authorize and approve QA initiatives and activities.		L
3 Technical Architecture		
3.1 Recommend technology architecture, including hardware, software and network specifications.	L	S
3.2 Authorize and approve technology platform.		L
3.3 Recommend policies and procedures.	L	S
3.4 Authorize and approve policies and procedures.	S	L
3.5 Define services and standards.	L	S
3.6 Manage/track change requests and orders.	S	L
4 Implementation Activities		
4.1 Design data structures.	L	S
4.2 Design program Modules.	L	S
4.3 Determine & manage functional requirements.	S	L
4.4 Recommend service level requirements.	L	S
4.5 Authorize and approve requirements definition.	S	L
4.6 Develop functional specifications.	L	S
4.7 Create and configure application programs.	L	S
4.8 Conduct unit testing of Modules.	L	S
4.9 Install all CIVLS and application Components.	L	S
4.10 Provide in-person assistance during initial implementation period.	L	S
4.11 Review and approve application implementation.		L
5 Training		
5.1 Plan and execute training for business users and IT staff.	L	S
5.2 Provide training materials.	L	S
5.3 Review and approve training approach.		L
6 Testing		
6.1 Test CIVLS conformance to functional requirements.	L	S

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Role and Responsibilities	Contractor	State
6.2 Test CIVLS conformance to usability standards.	L	S
6.3 Conduct user Acceptance testing.	S	L
6.4 Ensure CIVLS conformance to naming/operational standards.	S	L
6.5 Review and approve quality assurance testing.	L	
6.6 Repair defects.	L	S
7 CIVLS Operations & Management		
7.1 Install CIVLS Components as needed.	L	S
7.2 Design and develop backup and recovery procedures.	L	S
7.3 Develop disaster recovery plan and procedures.	S	L
7.4 Perform capacity planning and performance management.	L	S
7.5 Develop comprehensive security plans and procedures.	L	S
7.6 Perform system operations and system management tasks.	S	L
7.7 Provide business user, technical, operations and training documentation.	L	S
8 Data Management		
8.1 Perform data modeling.	L	S
8.2 Design and create database.	L	S
8.3 Determine data element naming conventions.	S	L
8.4 Determine data element access levels.	S	L
8.5 Monitor compliance with naming conventions.	S	L
8.6 Recommend DBMS/tools for implementation.	L	S
8.7 Monitor and optimize DBMS performance.	L	S
8.8 Recommend data conversion strategies.	L	S
8.9 Perform data conversion (extract & transform).	L	S
8.10 Perform data import and loading.	L	S
8.11 Perform data cleansing.	S	L
8.12 Perform data validation.	S	L
8.13 Review and approve data management constructs.		L
9 Maintenance & Support (Prior to Final System Acceptance)		
9.1 Provide application support activities	L	S
9.2 Provide server hardware and system software	L	S
10 Hardware and Software		
10.1 Decision to procure required hardware and software.		L

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3. Implementation Approach.
Project Management.

The Contractor shall provide a Project Plan built in Microsoft Project utilizing an iterative software development life cycle based on four Releases, with each Release consisting of a number of iterative build cycles, with each build consisting of four phases as set forth in Section 1.2.B, above.

A. Project Management Office. To ensure successful completion of all project work, The Contractor shall provide a Contractor’s PMO, as set forth above.

B. Staffing Approach. Section 1.4 provides an overview of the Contractor’s project staffing approach. The Project Plan (work breakdown structure) shall be resource loaded into a Resource-Loaded Network (“RLN”). The RLN identifies all project roles and required staffing for each task. The Contractor’s PMO will coordinate requirements and support needs with corresponding Contractor staff in areas such as contracts, subcontracts, procurement, and human resources. These professionals apply the Contractor’s standard processes and procedures in supporting the PMO in successfully performing the CIVLS project, such as:

(1) Establishing and Updating an Integrated Project Plan and Related Project Documentation. The Contractor’s Project Manager shall establish and update the integrated project plan and related project documentation. The Project Manager shall apply the methods below to update the Project Plan at the completion of SVP and thereafter, as required. The Project Plan shall also be up-dated monthly throughout the Project to ensure that it is accurate and reflects the status of the ongoing project. All updates to the Project Plan are developed and prepared with the approval of the State to ensure that the plan accurately represents approved project requirements and scope.

(2) Project Charter. The Contractor’s Program Manager shall, during SVP and as further required, prepare a project charter to authorize the work of the project formally and confer upon the Project Manager such authority necessary to execute the work in accordance with this Agreement. The Contractor shall revise and update the charter for the phased development work and implementation of each Release. The project charter shall include descriptions of areas such as project purpose, objectives, and scope; project organization; management review; and financial and personnel resources.

(3) Project Scope Statement. The Contractor’s Project Manager shall, during SVP and as further required, define:

- (a) Project Deliverables, their frequency, and recipients;
- (b) CIVLS solution processes and technologies;

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- (c) Organizational responsibilities;
- (d) Work location and schedule; and,
- (e) DMV customer information about timing and location of solution delivery.

The Contractor shall work with the State to update the project scope statement periodically to reflect changes to the scope of the Agreement, if any, or delivery requirements, including updates associated with each Release.

(4) Project Performance Plan. The Contractor’s Project Manager shall, during SVP and as further required, develop a detailed project performance plan with the cooperation of the State. The performance plan shall include weekly and monthly performance monitoring and tracking, and monthly performance metric status reporting. The performance plan shall incorporate metrics that reflect both overall project performance and performance on specific tasks or deliverables, as **Figure A-1** shows. The performance plan shall also define acceptance criteria for project gateways such as design reviews. The Contractor’s Project Manager shall update the project performance plan quarterly, or as required, throughout the life of the Project.

If any project performance metric falls below the agreed-upon acceptable level, the Contractor’s Project Manager shall lead an assessment of the root cause of the performance issue. Based on the identified root cause, the Contractor shall plan, schedule and assign the necessary resources to implement approved corrective actions to resolve the performance issue. The Project Manager shall monitor and control these corrective-action efforts weekly to ensure prompt, effective performance resolution.

Project Level or Release	Performance Metrics
Overall Project	<ul style="list-style-type: none"> ◆ Also during phased development and implementation. ◆ Actual work accomplished versus schedule. The project manager monitors percent complete for all tasks monthly. ◆ On-time milestone completion rate ◆ Quality acceptance rate (or rework rate) of deliverables, including documentation
SVP	<ul style="list-style-type: none"> ◆ Approval of preliminary and final design reviews ◆ Acceptance of proof-of-concept demonstration ◆ Identification of customization requirements
Phased Development and Implementation	<ul style="list-style-type: none"> ◆ Approval of iterative requirements assessments and validations during the inception and elaboration phase of each release and build cycle ◆ Level of success in unit tests for delivered system and software components associated with each build cycle ◆ Level of success in functional, systems, integration tests, and user acceptance tests associated with each release cycle ◆ System and data migration metrics (e.g., data accuracy, data

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Project Level or Release	Performance Metrics
Operations and Maintenance	<p>cleansing rate)</p> <ul style="list-style-type: none"> ◆ Level of success in user adoption and ability for DMV employees to efficiently, accurately and effectively complete customer transactions ◆ Help desk call resolution success rates at Level 1 (State), Level 2 (the Contractor), and Level 3 (the Contractor) as defined in Schedule C. ◆ Actual help desk call rate versus IT industry standard rates (measures success of training and deployment efforts) ◆ Successful resolution of warranty claims.

Figure A-1. The Contractor Team Monitors a Complete Set of Performance Metrics to Continually Measure Project Success

(5) Project Resource Plan. The Contractor’s project resource plan shall address personnel; work space; IT tools, equipment, and facilities (e.g., development and test environments); and procured or sub-contracted items and services. The Project Manager shall update the resource plan following execution of the Agreement and, if approved changes alter the Project requirements or scope. In addition, in concert with monthly work plan and schedule updates, the Contractor’s Project Manager shall review and update the resource plan to ensure proper alignment of Project resources with the existing work plan and schedule. The Contractor shall maintain a RLN for personnel resources in the Project Plan.

(6) Project Schedule. The Contractor’s shall, during SVP and as further required, provide a Project Schedule with task durations and dependencies and document it in Microsoft Project. The Project Manager, in coordination with the technical leads, shall assess duration, skill levels, and resource levels required for each task, subtask, and activity and will, further, identify milestones and networks the tasks together through predecessor and successor relationships. The Contractor shall further iterate task schedules, resource skills and levels, and predecessor relationships to ensure that the schedule is effective and efficient. The Project Manager shall review and update the schedule following execution of the Agreement and monthly throughout project execution in order to incorporate project changes or to adjust tasks and resources to complete the project on schedule.

(7) Risk Management Plan. The Contractor’s Project Manager shall, during SVP and as further required, prepare a risk management plan in accordance with SAIC’s EEdge risk management procedures, which include the Contractor’s standard risk management process. The Contractor shall continually identify and evaluate project risks as part of ongoing Project activities, and shall include risk management updates in weekly and monthly project status reports prepared for the State. The Contractor’s PMO shall conduct a complete risk management plan review

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and update in order to identify and mitigate risks associated with phased development and implementation.

(8) Communications Plan. The Contractor’s Project Manager shall, during SVP and as further required, prepare a formal communication plan and will monitor and track Deliverables performance, customer interfacing accomplishments, and other communications activities to ensure compliance with the communications plan, the schedule and scope of the Project. The Project Manager shall update the plan as necessary to ensure the State requirements are satisfied and that communications between the Contractor, the State and Project stakeholders are effective. The communications plan shall include the following information:

(a) Project customers and stakeholders, their role or interest in the project, their potential influence or impact on the project, and their information needs to ensure the most effective, positive support;

(b) Deliverables, such as monthly status reports, and descriptions of the required information content, format, required delivery times and frequencies, and assignments of responsibilities for collecting and reporting the information;

(c) Points of contact with DMV, DOIT and other project stakeholders;

(d) The Contractor’s approach to conducting meetings, such as using well-planned agendas and meeting objectives, recording and distributing meeting minutes, and assigning and tracking action items;

(e) The Contractor’s approach to distributing information, including the use of SAIC’s SharePoint web site for providing electronic access to reports and information; and,

(f) A project calendar on the SharePoint web site to inform project staff, State, and stakeholders of project activities and meetings, such as project kickoff meeting, weekly and monthly status meetings, monthly project steering committee meetings, planning and joint application design (JAD) sessions, training sessions, and demonstration and user acceptance tests.

(9) Change Management Plan. The Contractor’s Project Manager shall, during SVP and as further required, establish and use the change management plan to manage changes to the CIVLS Project baseline, which is the Project Plan approved following the completion of SVP. The Change Management Plan shall use a formal change

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management process that documents, communicates, and stores approved changes to controlled items identified during SVP. The Project Manager shall also use the plan to help ensure that other aspects of the Project Plan, such as schedules and resource plans, are coordinated with revisions to the Project baseline.

(10) Configuration Management Plan. The Contractor shall, during SVP and as further required, provide a full-time configuration manager in order to develop a configuration management plan. The configuration manager shall ensure that all project artifacts are maintained with appropriate version control and undergo review and approval before moving into various environments (e.g., code has completed user acceptance testing before going into a staging environment). The Contractor shall employ a variety of tools to maintain configuration control, such as Microsoft SharePoint for document version control and SourceSafe for code control.

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3.1. Quality Assurance (“QA”): Project Performance Evaluation.

A. QAP. The Contractor shall prepare, during SVP and as further required, a Project-specific quality assurance plan (“QAP”) that is used to ensure the quality of deliverables. The QAP shall:

(1) Establish the approach, plans, quality standards and quality procedures for QA on the Project;

(2) Describe the organization, support, schedule, management, and performance of all QA activities and the procedures, tools, and methodologies used in the management and evaluation of the project’s work products;

(3) Support the overall role of quality on this Project, which ensures that the project meets contract requirements of the State, verifies that the Contractor is following defined processes, begins the process of resolving any deficiencies that arise, continues the maturing of the defined processes, and develops and maintains a cooperative, positive relationship with team members.

B. Quality Staffing Requirements. The Contractor shall provide a QA and testing team leader who shall be responsible for the development of the QAP and related QA and testing processes. The QA team leader benefits from augmentation by testers who specialize in types of testing or different system components as outlined in **Figure A-2**.

Role	Responsibilities
QA Team Leader	<ul style="list-style-type: none"> ◆ Developing QA and testing plan ◆ Updating and monitoring QA and test plan ◆ Planning and coordinating all test activities ◆ Overseeing all testing work ◆ Reviewing, summarizing, and reporting on all test results ◆ Managing quality or test-related risks and issues
Developers	<ul style="list-style-type: none"> ◆ Performing unit testing on individual system components ◆ Performing integration testing of combined release system components ◆ Performing regression testing, as required, as new functionality is added to the configuration
Functional Testers Motor Vehicle SMEs (i.e., Vehicle, Drivers, SMEs)	<ul style="list-style-type: none"> ◆ Reviewing and validating all functional requirements ◆ Developing and executing functional test cases and scripts for each requirement. ◆ Performing functional tests to validate fully configured system meets requirements ◆ Identifying risks, bugs, or issues
Testers	<ul style="list-style-type: none"> ◆ Designing and developing systems and integration test cases and scripts ◆ Performing independent systems integration testing to ensure that all components of the system perform as expected ◆ Performing end-to-end testing. Integration testing sometimes includes end-to-end testing, but it must be performed on client site with state and third-party interaction.

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Role	Responsibilities
	<ul style="list-style-type: none"> ◆ Identifying and documenting any bugs or issues ◆ Developing security test cases and scripts, in collaboration with CSO. ◆ Executing security test cases and scripts ◆ Designing and executing stress and performance testing, as required ◆ Test data conversion and ETL processes ◆ Designing and developing user acceptance test cases and scripts ◆ Scheduling and facilitating user acceptance testing ◆ Testing cutover processes
Usability Testers	<ul style="list-style-type: none"> ◆ Designing and developing usability test cases and scripts ◆ Executing usability tests, including ergonomics, look and feel, navigation, and efficiency ◆ Testing against 508 content accessibility requirements ◆ Identifying usability risks and issues and making recommendations for design improvements
Contractor PMO	<ul style="list-style-type: none"> ◆ Tracking and reporting on all QA and testing risks and issues
All CIVLS Project Staff	<ul style="list-style-type: none"> ◆ Following all QA and testing procedures and complying with standards as defined ◆ Reporting all risks and issues identified to QA team lead or PMO ◆ Ensuring that quality is built into all aspects of the CIVLS Solution
State Resources	<ul style="list-style-type: none"> ◆ Reviewing and approving all testing artifacts ◆ Overseeing all testing events ◆ Reviewing and approving all Contractor test results ◆ Performing user acceptance tests

Figure A-2. QA Roles and Responsibilities Table

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3.2. Technical Architecture.

A. Technical Solution Approach. The Contractor’s CIVLS Solution is based on the 3M MVS Enterprise Software Suite which the Contractor shall utilize professional staff services to design, configure, and customize the solution to meet all CIVLS Solution Requirements as set forth in this Agreement. The Contractor shall perform the services and provide all Deliverables such that:

(1) The Contractor shall supplement and extend the 3M MVS solution with business intelligence/reporting functions in accordance with **Attachment 8 of Schedule A**, document management and imaging, Internet self-service, and web portal capabilities in accordance with the requirements of this Agreement.

(2) The Contractor shall configure CIVLS utilizing industry best practices and a layered SOA. The Contractor shall utilize industry-standard technologies such as web services (SOAP, XML, etc.) and the Microsoft .NET framework, which are proven for security, reliability, scalability, and performance.

(a) Each layer shall consist of fully encapsulated components that can be coupled either loosely for flexibility or tightly for performance, depending on the requirements and optimization requirements specific to the component requirements. This layered architecture provides for scalability while maintaining flexibility, performance, and security and easing integration.

(b) Users may access CIVLS through multiple channels, including Internet self-service and web portal.

(c) These access channels shall be flexible and robust, using proven Microsoft portal technologies such as Microsoft SharePoint and InfoPath. Customers of DMV will be able to access CIVLS through the Connecticut DMV web site or through the State’s customer self-service interactive voice recognition (‘IVR’) system allowing easy integration with the CIVLS.

(d) Employees may log directly into CIVLS.

(e) Call center support can log into a specific interface and use automated and integrated voice-activated solutions.

(f) Back-office processing staff may log in through one set of screens, while systems administrators can log in to separate screens.

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(g) Business partners, such as dealers, may have syndicated, customized, secure user interfaces available through web browsers or through third-party systems, allowing easy integration with the CIVLS Solution.

Figure A-3 The Contractor represents and warrants that Figure A - 3 provides an architectural view of the Contractor’s approach.

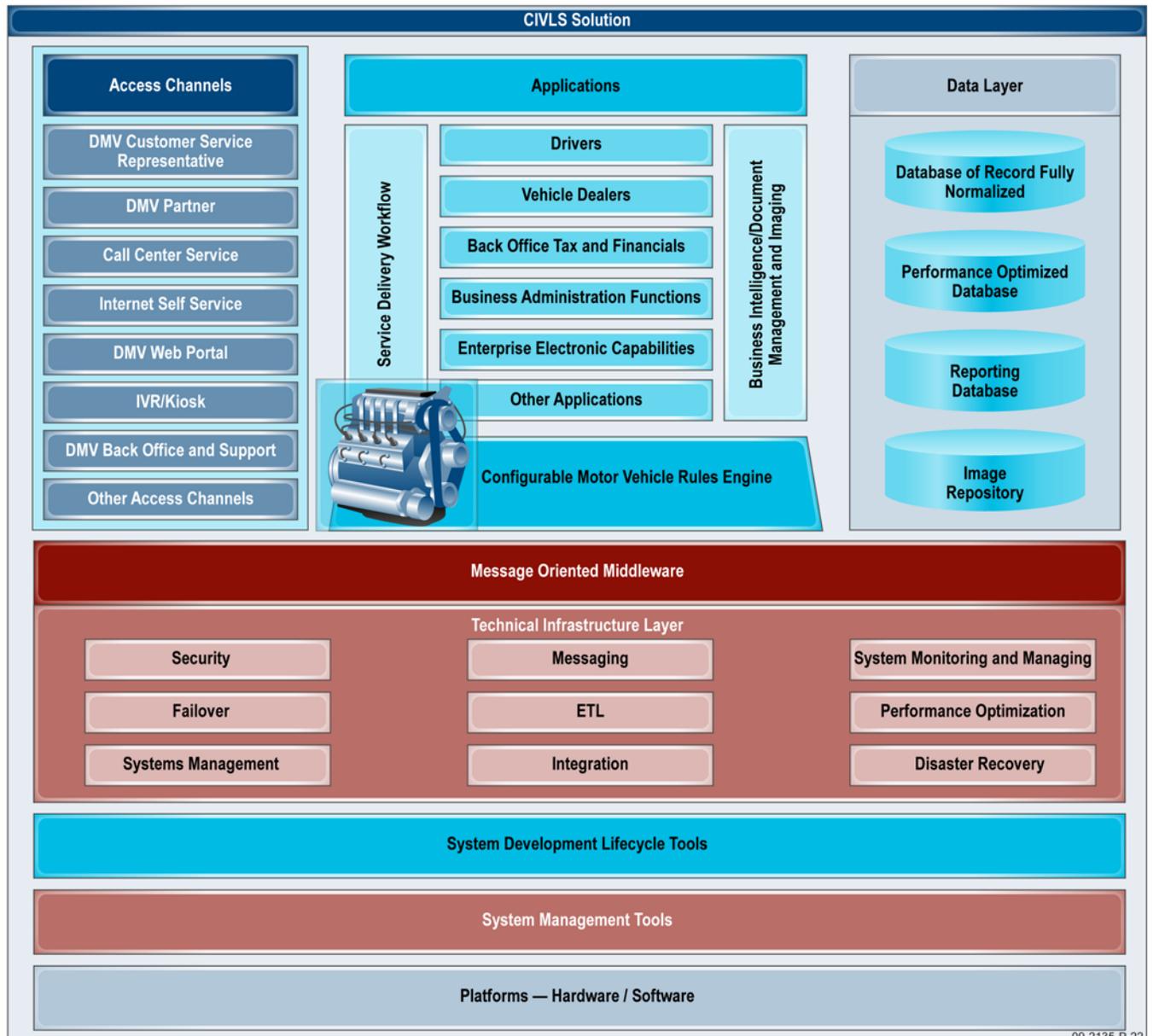


Figure A-3. The Contractor’s CIVLS Solution Architecture

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(3) The Application Layer. The application layer shall contain the business logic, rules, and work flows that support motor vehicle operations. The Contractor represents that at the heart or core of the application layer is a robust, comprehensive, and configurable business

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rules engine which is optimized for motor vehicle operations. The business rules engine contains more than 700 configuration tables, including a table management function that enables configuration and extension of the rules engine. The Contractor shall organize these elements into the following primary functional areas:

- (a) Service delivery and work flow;
- (b) Drivers related functionality;
- (c) Vehicle and dealer-related functionality;
- (d) Back-office-, tax-, and financial-related functionality;
- (e) Business administration functions;
- (f) Enterprise electronic functions;
- (g) Business intelligence/reporting functions in accordance with Attachment 8 of Schedule A;
- (h) Document management and imaging functions; and,
- (i) Other related functions.

The application layer uses proven Microsoft .NET technology implemented using robust, scalable, and secure object-oriented programming techniques in a SOA construct. Each component is fully encapsulated and uses standards-based interface technologies.

(4) The Data Layer. The data layer shall use an industry-proven and industry-standard relational database management system (“RDBMS”) based on the Microsoft SQL RDBMS in conformance with American National Standards Institute (“ANSI”) SQL standards. This layer is broken into following four primary database components:

(a) The first component shall be a fully normalized database of record with a design based on industry-standard entity relationship models;

(b) The second component shall be a denormalized database optimized for performance. The Contractor represents that it’s experience has shown that many DMV customers desire this feature to reduce latency and improve CIVLS performance required in the high-transaction volume operational environments CIVLS must support;

(c) The third component includes a reporting database and business intelligence capabilities as described in Attachment 8 hereto. Contractor may also include a data warehouse containing relevant information from both CIVLS and third-party and external systems optimized for reporting. The data structures in the data warehouse will be designed to optimize aggregating factors by drill-down dimensions, such as time or location, and combine relationships across multiple data sources to support drill-down and ad-hoc reporting; and,

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(d) The fourth database component shall include an imaging repository that is integrated with CIVLS and includes a metadata structure optimized for search and retrieval functions.

(5) The Technical Infrastructure Layer. The technical infrastructure layer shall provide:

(a) the facilities for security, performance, reliability, integration, and systems management;

(b) services to the application and data layers for role-based security, encryption, inter- and intra- system messaging, scalability (such as clustering in support of performance objectives), failover and disaster recovery, and systems monitoring to ensure reliable high service levels; and,

(c) the generic tools, such as basic reporting infrastructure, for invocation by the application layer business processes.

The technical infrastructure layer uses technologies and tools from Microsoft, IBM Software (e.g., DataStage, QualityStage and ProfileStage along with Tivoli for operational support and monitoring), Novell (security and Active Directory synchronization), and Business Objects (Crystal Reports).

The Contractor shall leverage the State’s then existing authentication technologies, which the state provides as part of the overall hosting environment. These tools and technologies reflect shared services based on the integration and implementation of best-of-breed technical components that meet Connecticut DMV’s unique business, technical, and security requirements. The Contractor’s technical team works closely with the State to determine specific integration and configuration requirements as part of SVP.

Figure A-4 shows a layered architectural view of the Contractor’s CIVLS Solution Framework. Each layer of the solution builds on, extends, and enhances subsequent layers. Starting at the bottom core platform technologies, primarily based on Intel servers running Microsoft Windows operating systems, provide the overall operating environment, which is configured for performance, scalability, reliability and security. Systems management tools provide the operational management, monitoring, high availability, and disaster recovery capabilities required of CIVLS. Systems development life-cycle tools provide the systems documentation, configuration control, and full life-cycle traceability required to develop, support, and maintain the system at the lowest total cost of ownership. These platform resources support the application and functional resources that make up the CIVLS solution.

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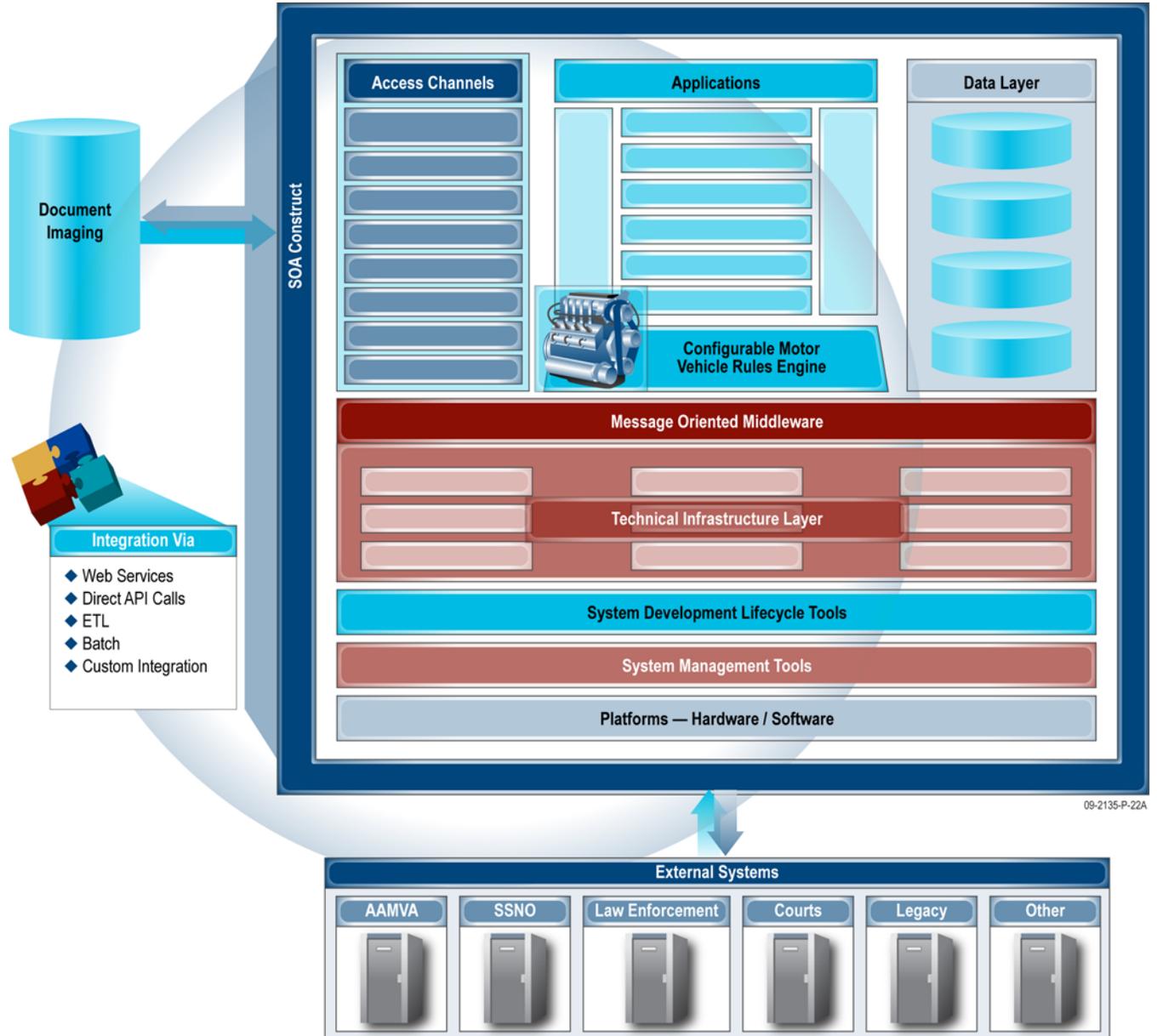


Figure A-4. The Contractor’s CIVLS Solution Layered Architecture

The CIVLS application components, channel, and customer self-service further extend the CIVLS Framework services. The Contractor shall integrate external systems into the Contractor’s CIVLS Solution through a variety of methods, including: web services, direct application programming interface (“API”) calls, ETL, batch processes, or custom integration. The State will facilitate defining, testing and deploying interfaces with external organizations.

Figure A-5 provides a technical description of the CIVLS Solution Framework application architecture built on Microsoft .NET technologies.

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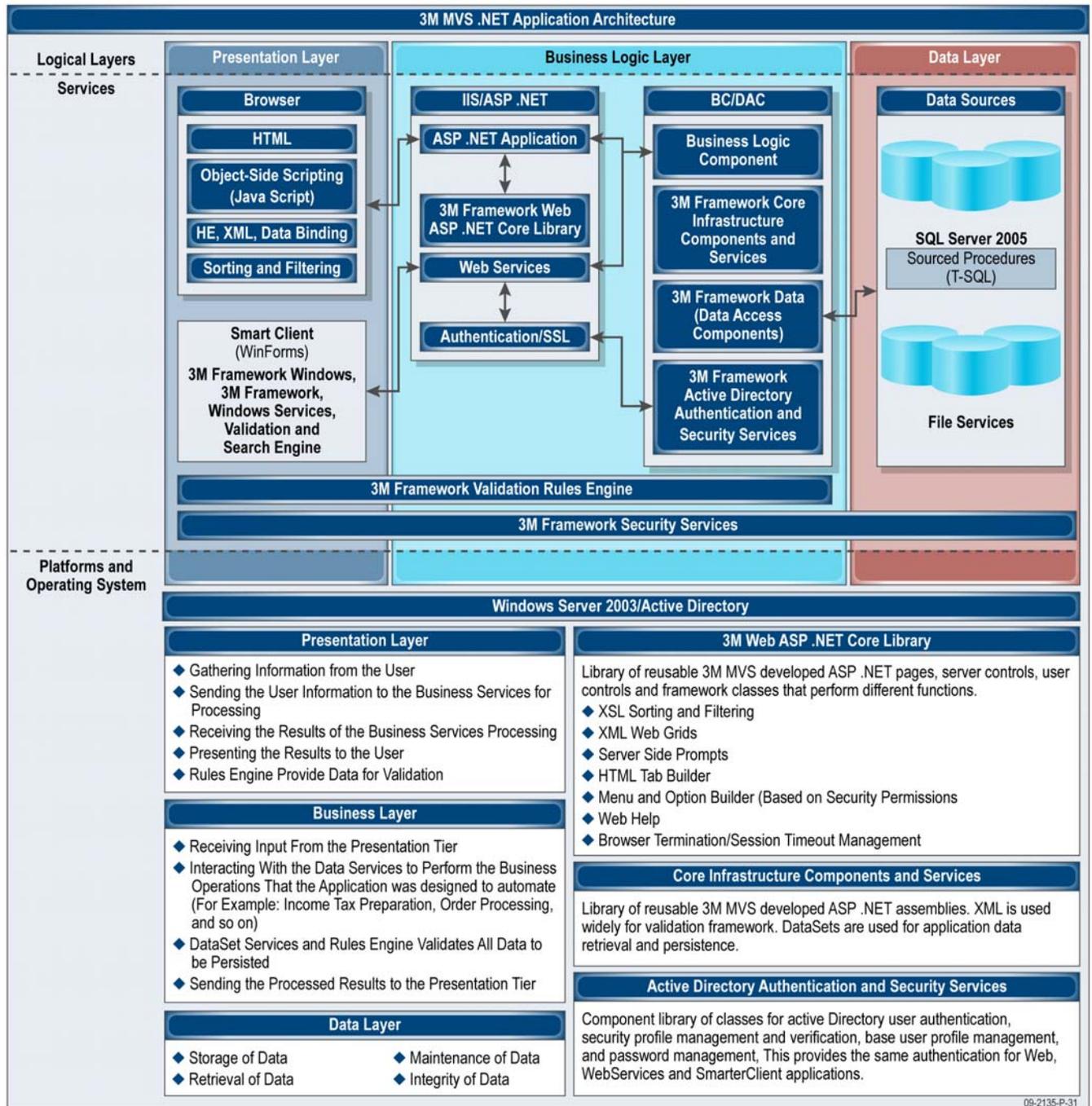


Figure A-5. The Contractor’s Solution Framework.NET Application Architecture

The Contractor’s CIVLS technical solution shall provide an n-tier architecture that separates presentation, business logic, and database for enhanced performance, reliability, scalability, and security. CIVLS shall leverage proven .NET technologies implemented in a state-of-the-art manner, tested in real-world production settings and by senior Microsoft technicians.

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B. Detailed Technical Specifications. The Contractor shall provide the infrastructure necessary to fully implement the CIVLS Solution. The Contractor’s solution reflects a robust infrastructure, optimized for high performance, availability, and recovery in a highly secure environment. **Figure A-6** provides a logical view of the various environments necessary and provided to ensure a successful implementation.

The Contractor shall provide multiple development, test, staging, and training environments to ensure that all of the project work is able to be completed efficiently and effectively. Many of these environments run on shared infrastructure using virtual machine technology (“VM”) to reduce cost. Production and failover environments are provided with all application software running natively under their associated operating system for performance and reliability. The Contractor shall use the State’s existing infrastructure, including hosting facilities, enterprise software licenses, SAN, network connectivity and disaster recovery sites. The SAN solution not only provides additional storage capacity to support the implementation, but also provides features that enable streamlined backup and disaster recovery processes as well as technologies that reduce the overall storage footprint, thus reducing power and HVAC loads on existing data center resources. **Figure A-7** provides an overview of items on the Contractor’s CIVLS Product Schedule (see, Attachment 3 of Schedule A) pertaining to the deployment view of all preproduction and supporting environments.

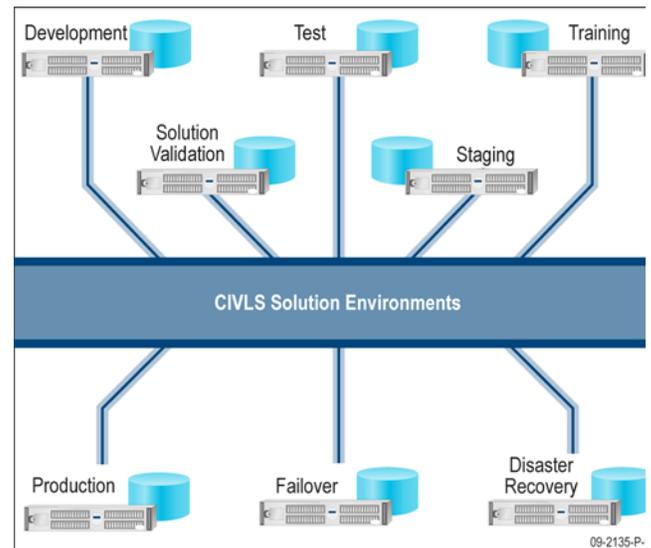


Figure A-6. The Contractor Provides the Infrastructure Necessary to Implement CIVLS

The Contractor shall provide all Internet-facing devices in a secured DMZ segment of the network. The servers in this segment are further controlled by a non-trusted Novel eDirectory which can be integrated or synchronized with Active Directory Domain, depending on state preferences. The Contractor’s CIVLS infrastructure design centers on several clustered and network load-balancing systems for high availability and failover. These strategies reduce the risk of outages caused by equipment failures. The Contractor shall also provide database mirroring, which redirects web and application traffic across a pair of database clusters. A standby database cluster in the disaster recovery site would pick up web and application requests if the primary cluster becomes unavailable, thus reducing any unplanned downtime.

Cluster technology is used throughout the platform and supports the primary transaction database, the data warehouse database, imaging, and the web portal systems. The use of a high-performance SAN reduces the risk of

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equipment failure by leveraging the SAN’s ability to manage disks using technologies such as RAID 5 or RAID 1+0, as well as populating the storage arrays with hot spares to reduce the time that a RAID array may be degraded as a result of a failed disk. Other features such as Snap Shots and Replication enable quick backup of servers in their running state and copied to a disaster recovery SAN. After replication of a Snap Shot to the backup SAN, the Snap Shots can either be connect to new server device and brought online, or they can be replayed back to the primary SAN, thus enabling the recovery of an affected server or database. For long-term data preservation, snapshots can be backed up to tape or virtual tape libraries, thus offsetting the amount of disk required in the both the primary and backup SAN.

Nonproduction CIVLS environments include development, test, training, staging, and solution validation environments. Unlike production, these environments make use of virtual servers, which host replicas of the production system within a virtual environment. The use of virtual servers helps reduce the number, load, and space that these environments have on existing data center resources. The Contractor’s CIVLS platform is divided into several separate environments to provide QA through managing changes initiated in the development environment all the way through to final release into the production environment. By using identical systems in the preproduction environments the Contractor shall simulate application behavior during a backup, disaster recovery, cluster failover, or high load and demand scenarios.

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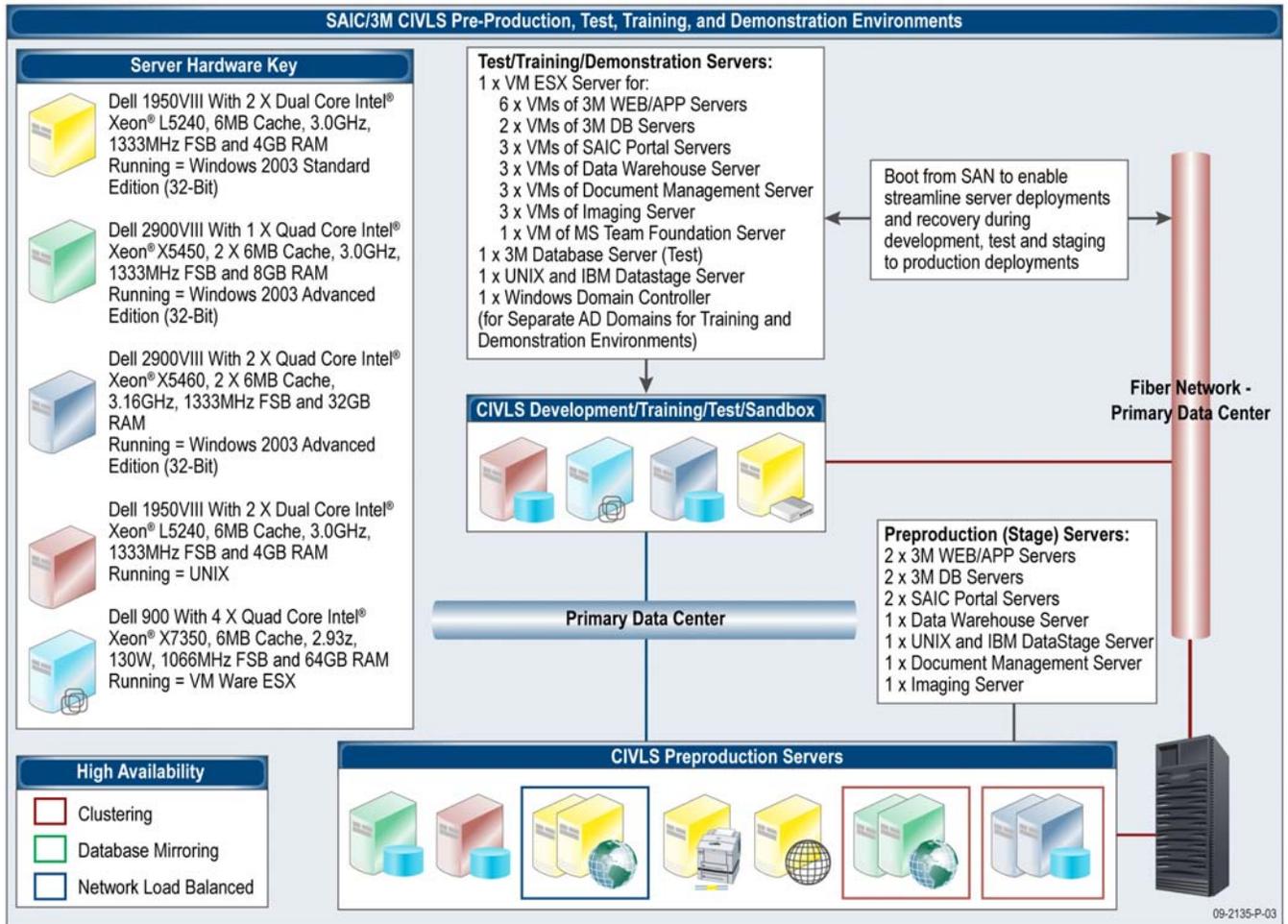


Figure A-7. Deployment View of All Preproduction and Supporting Environments

The Contractor represents and warrants that it shall also provide training environments for operational and technical support training of state employees in accordance with the delivered Project Plan. These environments provide dedicated training and practice capabilities, which ensure that users are able to complete their work while protecting the production platform from inappropriate access. Similar to the other environments, the supporting environments leverage SAN storage to help reduce their demands on existing data center resources.

The Contractor represents and warrants that replication of production systems in the backup or disaster recovery site will allow maintenance of the production platform’s integrity in the event of a failure within the primary site, upon the State’s acceptance of SAIC’s recommended design provided as part of SVP. Database clustering, mirroring, and SAN Snap Shot and replication enable the flow of data to live hot standby servers for quick use in case of a failure.

The deployment architecture and product schedule will be developed with the State within the SVP and may, at the direction of the State, be subject to change. The State and the Contractor shall review and agree to final

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deployment architecture for CIVLS as part of the SVP. The State may procure items in the Product Schedule or from existing State Contracts that are identified and agreed upon, as part of SVP, to be required for successful CIVLS implementation.

C. Technical Management Policies and Procedures

The Contractor shall:

(1) Provide comprehensive technical documentation including policies and procedures necessary to support, maintain and configure CIVLS;

(2) Review and update the technical manuals and configuration documentation with the State to ensure adequate knowledge transfer. Each Release shall include a final complete set of documentation reflecting final CIVLS configuration.

(3) Work with the State to ensure transfer of all captured knowledge of CIVLS to the State for a seamless transition to operations. In this regard the Contractor shall manage in a knowledge repository, lessons learned, best practices, and system documentation and allow State resources have access to this knowledge repository. The repository shall be supported by the Contractor’s staff through structured and facilitated sessions. The Contractor shall deliver the repository to the State prior to transitioning responsibility for support to the State.

D. Technical Staffing Requirements. The Contractor shall deliver qualified and experienced technical staff to perform all Contractor technical and implementation activities. **Figure A-8** outlines the primary roles and responsibilities related to technical architecture.

Role	Responsibilities
Chief Engineer	<ul style="list-style-type: none"> ◆ Serving as lead technical architect to define overall system and application architecture ◆ Directing and overseeing all technical activities associated with requirements review and assessment, detailed design, and development and implementation for the Contractor’s CIVLS Solution, IT systems and SOA, and legacy migration ◆ Providing technical leadership for overall project and leading resolution of technical problems and issues ◆ Defining overall software development life-cycle processes, procedures, and standards ◆ Reviewing and approving technical deliverables
3M Solution Architect and Technical Lead	<ul style="list-style-type: none"> ◆ Serving as lead technical architect to define system and application architecture ◆ Reviewing and approving all product configurations and customizations ◆ Reviewing and approving all integration activities ◆ Troubleshooting and resolving solution technical issues
SOA and Integration Solution Architect	<ul style="list-style-type: none"> ◆ Reviewing and assessing DMV legacy systems, IT infrastructure, and IT operational procedures; and preparing final integrated requirements ◆ Developing integration standards based on proven SOA constructs ◆ Oversees the planning of legacy migration, data cleansing, and data conversion; external legacy system enablement methodology; and SOA infrastructure methodology

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Role	Responsibilities
Data Conversion Team Lead	<ul style="list-style-type: none"> ◆ Documenting final integrated technical architecture and development and configuration plan ◆ Providing expertise in system development, modernization, and migration ◆ Leading ETL and data cleansing operations for legacy data staging final cutover to new database system ◆ Leading and overseeing all data conversion tasks, final cutover, and cutover testing
Infrastructure and Operations Lead	<ul style="list-style-type: none"> ◆ Assessing all state hosting and network infrastructure and technical standards ◆ Assisting the State in planning for system security, disaster recovery, and failover planning and in developing and implementing these capabilities ◆ Designing, installing, and testing all infrastructure environments, including development, test, staging, training, production, failover, and disaster recovery ◆ Helping with transition activities related to each release ◆ Designing, developing, and implementing operations and maintenance infrastructure and processes, such as service desk ◆ Supporting service desk operations and implementing CIVLS and system enhancements
Development Team Leaders	<ul style="list-style-type: none"> ◆ Overseeing the configuration and customization of CIVLS according to requirements and standards ◆ Overseeing unit and integration testing and validation of CIVLS ◆ Identifying and resolving all technical issues
Business Intelligence and Data Warehouse Team Lead	<ul style="list-style-type: none"> ◆ Serving as lead technical architect to define the business intelligence and data warehouse component architecture ◆ Directing and overseeing all technical activities associated with the implementation of the business intelligence and data warehouse components of CIVLS ◆ Designing, developing, and testing all ETL processes to maintain and refresh the data warehouse ◆ Overseeing the testing and validation of the business intelligence and data warehouse components of CIVLS ◆ Identifying and resolving any technical issues related to the business intelligence and data warehouse components of CIVLS
Document Management and Imaging Team Lead	<ul style="list-style-type: none"> ◆ Serving as lead technical architect to define the document management and imaging component architecture ◆ Directing and overseeing all technical activities associated with the implementation of the document management and imaging components of CIVLS ◆ Overseeing the integration of the document management and imaging with the components of CIVLS ◆ Overseeing the testing and validation of the document management and imaging components of CIVLS ◆ Identifying and resolving any technical issues related to the document management and imaging component of CIVLS
Internet Self-Service Team Lead	<ul style="list-style-type: none"> ◆ Serving as lead technical architect to define the Internet self-service architecture ◆ Directing and overseeing all technical activities associated with the implementation of the Internet self-service components of CIVLS ◆ Overseeing the integration of the Internet self-service with the components of CIVLS ◆ Overseeing the testing and validation of the Internet self-service components of CIVLS ◆ Identifying and resolving any technical issues related to the Internet self-service component of CIVLS

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Role	Responsibilities
Web Portal Team Lead	<ul style="list-style-type: none"> ◆ Serving as lead technical architect to define the web portal architecture ◆ Directing and overseeing all technical activities associated with the implementation of the web portal components of CIVLS ◆ Overseeing the integration of the web portal with the core components of the system ◆ Overseeing the testing and validation of the web portal components of CIVLS ◆ Identifying and resolving any technical issues related to the web portal component of CIVLS

Figure A-8. Technical Roles and Responsibilities

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3.3. Implementation Activities.

A. Requirements Management. The Contractor shall leverage proven industry best practices and standards for eliciting, analyzing, and managing functional and nonfunctional requirements. The Contractor’s business analysis and requirements team leader shall develop, during SVP and as further required, a requirements management plan, subject to the review and approval by the State. This plan shall identify all of the requirements management processes, roles and responsibilities, tasks, deliverables, techniques, and standards that are used to ensure that the Contractor accurately captures and delivers according to state-specific requirements.

The Contractor shall use structured, facilitated stakeholder sessions and interviews to collect functional and nonfunctional requirements. Experienced analysts review requirements and map them to the CIVLS configuration and software development plan, which includes more than 700 solution configuration tables. All requirements undergo documentation and configuration control to ensure complete coverage that all requirements shall be addressed, by the Contractor, in the solution and tested as required.

B. Deployment Activities. The Contractor shall:

(1) Provide all of the professional services required to deploy all hardware, software, and applications. The Contractor shall include an operations and infrastructure team leader on its staff. The leader will work with the State to plan the deployment and installation services.

(2) Work with DOIT and review existing State infrastructure, policies and procedures, and update the deployment plan and architecture to ensure configuration of the final deployment according to State standards, and that it is supportable by State technical resources.

(3) Upon final approval of the deployment plan, order, install, and test all of the hardware and software.

(4) Perform installation in State facilities under the oversight of appropriate State hosting facility, and technical resources. All test results are subject to state review and approval; final deployment configurations undergo documentation configuration control processes.

The State shall receive comprehensive systems documentation with each release.

C. Go-Live and Cutover Approach. The Contractor shall:

(1) Provide extensive experience and apply proven best practices for go-live and cutover;

(2) In addition to comprehensive systems and user acceptance testing, ensure that source data are ready to be converted, cutover tasks are clearly defined and practiced, and adequate resources are ready for actual cutover;

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(3) Assure that training and knowledge transfer tasks are completed before final cutover and go-live;

(4) Validate that State staff are ready to use CIVLS before final cutover and go-live;

(5) While data conversion activities start early in the development life cycle, validate all of the final ETL processes and performs multiple mock conversions before cutover; and,

(6) Work with the State to ensure satisfactory completion of data cleansing activities, and that source data are clean and ready for conversion. The entire cutover and conversion team shall perform multiple mock conversion tests, practicing all of the tasks and identifying risks and issues related to cutover.

The Contractor shall support both command center and field resources on cutover. Typically, cutover and go-live is planned over a long weekend to provide adequate time to address any issues that may arise.

The Contractor represents that it has learned to anticipate questions and staff requirements for support when going live in a motor vehicle agency environment with minimal disruption.

D. Project Transition Activities. The Contractor shall support CIVLS during a transition phase, after go-live and cutover to ensure a smooth transition to State operations. The Contractor acknowledges and understands that the State intends to be self-sufficient to the maximum extent possible and to transition into full system support once it achieves final Acceptance. The Contractor’s CIVLS Solution will enable the State to achieve this goal much sooner and at less cost because the solution has been designed to enable the State to fully operate, maintain, and enhance the solution.

The Contractor shall also provide comprehensive knowledge transfer and training services, which ensure that State employees are able to provide the necessary operational support and enhancement services.

At the application level, the Contractor represents and warrants that it has designed the CIVLS Solution to ease maintenance, support, and use of the system. Some areas in which the solution design provides this include the following:

(1) Standard Table-Driven Design. The CIVLS Solution contains user maintainable tables to facilitate processing changes, such as those mandated by law, business rule, or work flow. The State will have the capability to maintain these tables with resident system administrative staff or expert users, reducing maintenance and support costs. The Contractor advises the State to manage table maintenance similar to code changes, where updates are fully controlled, tested, and documented before implementation into a production environment.

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(2) **Highly Stable Application.** The Contractor has based the CIVLS Solution on a framework that has proven highly stable while in operation in other jurisdictions.

(3) **User-level Controls and Security.** The Contractor’s CIVLS Solution will enable centralized user management with Microsoft’s Active Directory as defined during the SVP within the firm fixed price.

(a) Access control to application features and functions are part of the user’s security profile.

(b) The application will use this security profile for authorization.

(c) The security infrastructure will support user groups to ease security management.

(d) The system enables the user to manage their password stored in Active Directory from within the application.

(e) In addition, the State can determine and control and the length of time before the solution, left inactive, automatically logs out a user and requires re-login.

(4) **.NET Smart Client-Server Architecture.** The Contractor’s CIVLS Solution uses a server and smart-client architecture where the client application searches for updates from the server upon login. This design enables easy distribution of application updates from one centralized location and without any additional effort from users. Well-designed system usability will enable the State to fully support CIVLS. Built-in business rule processing, work-flow management, online help, and other features make it possible for users to complete their daily tasks without relying on additional support. The Contractor’s CIVLS Solution provides the following functions:

(a) **Validation and Business Rules Processing.** The rules engine performs complex analysis to validate input data and transaction requirements, and it will halt any transaction that does not comply with all business rules.

(i) A user would be able to overcome the transaction halt only through an audited discretionary edit by a user with proper authorization.

(ii) CIVLS shall provide a flexible architecture that enables modification of the rules and includes the ability to modify the majority of rules without requiring compilation of code.

(iii) The storage mechanism for business rules is reportable and maintainable.

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(iv) A user interface displays errors, warnings, and edits that can be overridden.

(v) The mechanism for overriding edit conditions is intuitive and based on user authorization levels.

(vi) The data validation and rules processing seamlessly integrate with the web-based and windows forms applications.

(b) Online Help—The online help function is a context-sensitive feature that enables users to review context (screen and fields) specific information.

E. Solution Implementation Methodology. The Contractor’s solution implementation methodology is a critical aspect of ensuring user readiness and a smooth transition to the State’s operation of the CIVLS Solution. The Contractor’s Project Plan will support implementation and go-live activities, as well as the transition to State operations. The Contractor’s staff will be on site and on call for immediate problem resolution and will be readily available to answer questions, provide additional on-site training as set forth in this Agreement, and ensure that users have access to training materials. The Contractor shall proactively help users transition to using CIVLS and reporting issues to the project manager. Additionally, the Contractor’s support representatives will coordinate with the designated client trainer representative to answer user questions, provide on the job training directly at user workstations, and enable the trainer to incorporate common questions into future training sessions.

Similar to other aspects of the Project, the Contractor shall support the process of information transfer by including state personnel working with the Contractor’s team members to identify issues and provide direct post implementation support to users.

F. Implementation Staffing. The Contractor shall provide comprehensive cross-functional resources dedicated to each implementation Release outlined in the Project Plan. The implementation plan includes the following primary roles and responsibilities (**Figure A-9**):

Role	Responsibilities
Development Team Leader	<ul style="list-style-type: none"> ◆ Working with PMO and technical team leaders to plan overall release implementation plan ◆ Overseeing all release implementation activities ◆ Identifying, managing, and resolving all implementation risks and issues ◆ Supporting cutover and go-live testing and mock conversions ◆ Leading final cutover and go-live activities
Development Team	<ul style="list-style-type: none"> ◆ Executing all configuration and development activities according to requirements, plans, and standards as defined ◆ Completing iterative build cycles following the Contractor’s development life-

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Role	Responsibilities
	<ul style="list-style-type: none"> cycle methodology ◆ Completing all unit, functional, and systems testing activities. ◆ Supporting training activities as required ◆ Supporting data cleansing and conversion activities as required
	<ul style="list-style-type: none"> ◆ Supporting cutover and go-live testing and mock conversions ◆ Resolving risks, issues, and bugs ◆ Providing command center and field support on cutover and go-live ◆ Participating in final cutover and go-live activities and providing post go-live support.
Data Conversion Team	<ul style="list-style-type: none"> ◆ Performing all ETL and data cleansing operations for legacy data staging final cutover to new database system ◆ Performing all data conversion tasks, final cutover, and cutover testing ◆ Supporting cutover and go-live testing and mock conversions ◆ Participating in final cutover and go-live activities and providing post go-live support.
Quality Assurance and Test Team	<ul style="list-style-type: none"> ◆ Supporting development and data conversion teams with QA and test planning activities ◆ Executing the state-approved test plan ◆ Developing and validating with the state all test scripts and cases ◆ Conducting independent functional, system, and integration testing ◆ Reporting and documenting all bugs and issues ◆ Supporting cutover and go-live testing and mock conversions ◆ Participating in final cutover and go-live activities and providing post-go-live support
Infrastructure and Operations Lead	<ul style="list-style-type: none"> ◆ Assessing all state hosting and network infrastructure and technical standards ◆ Planning system security, disaster recovery, and failover planning; and, if within project scope, developing and implementing these capabilities ◆ Designing, installing, and testing all infrastructure environments, including development, test, staging, training, production, failover, and disaster recovery ◆ Assisting in transition activities related to each release ◆ Designing, developing, and implementing operations and maintenance infrastructure and processes, such as service desk ◆ Supporting service desk operations and implementing the Contractor’s CIVLS Solution enhancements ◆ Supporting cutover and go-live testing and mock conversions ◆ Participating in final cutover and go-live activities and providing post go-live support.

Figure A-9. Implementation Roles and Responsibilities

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3.4. Training.

The Contractor acknowledges and understands the importance of end-user training to the success of the DMV’s modernization program. The Contractor’s CIVLS Solution includes a comprehensive training program to ensure the preparation of State employees and business partners to use the system productively immediately upon implementation. The Contractor’s training program also ensures the successful preparation of State employees to support, operate, and maintain the solution in a State-hosted environment.

A. Solution Training Program Goals and Strategy. Although training program goals are developed and approved by the customers of the Contractor, the Contractor represents and warrants that this program will , at a minimum, provide support for:

- (1) Provide training event planning that supports the implementation schedule for the DMV modernization effort;
- (2) Provide training events that are flexible and recognize the various learning modalities of the DMV employees;
- (3) Provide skills development for business and operational staff to ensure their competence in the operation and use of CIVLS;
- (4) Demonstrate that State technical staff has the required skills to maintain CIVLS and to answer end-user questions;
- (5) Minimize disruptions in services or system responsiveness due to the “learning curve”; and,
- (6) Re-enforce the business case for changes to the system and new business processes to the operational, administrative, security and technical staff.

The Contractor’s CIVLS Solution training program covers the key application components of CIVLS and the 3M Enterprise Motor Vehicle Software Suite, including, but not limited to, the following: Motor Vehicle Registration System (“MOVRS”); Driver Records and Issuance Solution (“DRIVS”); Commercial Transportation Management Solution (“CTRAMS”), as an option; Dealer Licensing and Registration Solution (“DLRS”); and, Accounting Transaction Money Manager ATMM (integration perspective).

The courses above shall be customized by the Contractor to reflect State’s business practices. In this regards, multiple modules may be combined into a single class, while other courses, such as CTRAMS or DLRS, remain separate for their particular audiences.

Training involves a three-step process to promote optimum learning and retention of system users: **Preclass** - Training tutorials to introduce the system; **Classroom** - Hands-on to guide through common transactions; and,

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Postclass - Practice guides and more e-learning tutorials to help them prepare students to go-live.

The Contractor shall provide the required business and IT training necessary for success by following the instructional systems design analysis, design, development, implementation, and evaluation (“ADDIE”) model. The Contractor has successfully used the ADDIE methodology, an industry best practice, to train its customers on technical implementations and SOA services; including the successful implementation of this model in a similar installation for the State of Iowa.

B. Basic Training Approach. The Contractor shall:

(1) Utilize a five-phase ADDIE training methodology. The ADDIE model is the generic process traditionally used by instructional designers and training developers and represents a dynamic, flexible guideline for building effective training and performance support tools. The five ADDIE phases are relevant and necessary for all training efforts, and are used in various degrees of complexity in dozens of specific models of instructional design (e.g., instructional systems development, rapid prototyping, systems approach to training). Each instructional design model uses these basic five steps but tailors the specific activities conducted within each phase; and,

(2) Work with the State to develop a training plan as part of the overall project planning processes. The proven ADDIE methodology serves as the basis of this plan. After acceptance of the training plan, the training team shall apply the five ADDIE steps to perform a set of activities and produce project deliverables. The outputs of each step shall provide inputs to the next step. The output of evaluation (the final step) validates the original training objectives stated during analysis (the first step). Validation, in form of QA, customer communication, and feedback, shall be ongoing throughout the entire process. The ADDIE model is the accepted model for most organizations in the federal government, U.S. military, and private industry.

C. Ongoing Validation. The Contractor agrees that periodic reviews by the design team, SMEs, and others are necessary to update content, revise procedures, modify various aspects of administration, and address other concerns that emerge. The dynamic nature of the ADDIE model supports ongoing reviews, modular structure, ongoing communication, and continual assessment of content, which provides the ability to make periodic revisions to any segment of content.

The Contractor represents that on the basis of its deployment experience in other jurisdictions that practice is one of the most powerful training techniques available. Employee competence and confidence at go-live is highly dependent on how well skills have been retained and practiced after training ends. With this in mind, the Contractor shall establish a training sandbox—an

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environment that mirrors the training environment for post-training and pre-go-live skills practice. This practice time may be formally or informally established and reinforced. To reinforce learning and encourage the practice before go-live as part of overall user readiness, The Contractor’s approach involves the following:

- (1) Establishing and communicating practice goals in cooperation with local management;
- (2) Measuring and reporting practice time (requires IT support) to leadership and local management; and,
- (3) Securing commitment from leadership to sponsor and drive practice time.

The Contractor understands that proper training and knowledge transfer is an essential component of implementing any new system, and the CIVLS Project, as part of a total motor vehicle solution, is no exception. New systems often require staff to change the way they have done business for many years. For many users, training provides their first exposure to the system. End user and technical training provides the DMV employee with the ability to perform their jobs in the new system. The Contractor’s approach to training reflects training activities early and often throughout the project plan, helping develop employee buy-in to CIVLS, will build critical skills to ensure that all employees are effectively and efficiently able to perform their work upon cutover and go-live.

D. Training Plans and Curricula. The Contractor represents and warrants that its training team shall use skilled instructional technologists for the development of the training program. The training development team shall create a comprehensive training plan early in the project life cycle that contains the following information:

- (1) Training strategy that includes using a combination of instructor-led training (“ILT”), mentoring, practice, and eLearning tutorials;
- (2) Training goals associated with implementation of the CIVLS Solution modules;
- (3) Learning objectives for various state staff training along with associated communications activities;
- (4) Targeted training for business users and IT staff specifically each of the following four types of employees:
 - (a) Operational (by function);
 - (b) Administrative business user;
 - (c) Security; and,
 - (d) Technical staff;

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- (5) Specific learning approaches and activities to achieve the learning objectives;
- (6) Evidence of completion of learning activities;
- (7) Evaluation and feedback of learning activities;
- (8) Course outlines and schedules;
- (9) Training facilities requirements; and,
- (10) All training materials.

The Contractor shall provide formal classroom or ILT and on-the-job training to enable state personnel to support the local staff more effectively in their ongoing use and maintenance of CIVLS. In addition to targeted training for operational, administrative, security, and technical staff, the Contractor’s training manager shall work with an assigned DMV counterpart to develop flexible training packages tailored appropriately for the management business user, customer service center representatives, customer contact center representatives, analysts, and others as desired by DMV. The Contractor’s training manager shall work with the State to plan and schedule training activities at various State facilities as appropriate to coincide with other implementation activities.

Training curricula for each individual course shall be tailored to the specific functions and learning goals and objectives for each individual course. Curricula cover core concepts, instructor-led narrative, exercises, and practice sessions. The training plan shall include a list of functional topics covered with each course and is designed to include comprehensive training on all relevant aspects of the system and DMV business processes relevant to each functional target audience.

E. Training Materials. In addition to training planning and strategy documentation, the Contractor shall provide DMV with all course materials, presentations, classroom exercises, screen shots, and system documentation. In addition, the Contractor shall provide several useful handouts and guides for learning, including comprehensive on line context sensitive help and customize training materials to DMV’s implementation, including DMV-specific business processes and rules, which are updated with each major release. Training materials are put under configuration control to ensure proper version and change management processes are in place to keep the content current and accurate.

- (1) The materials developed by the Contractor shall include the following:
 - (a) Training plan;
 - (b) Lesson plans and curricula;

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- (c) Student guides;
 - (d) Instructor guides;
 - (e) Frequently asked questions (FAQs);
 - (f) Quick reference guides;
 - (g) Worksheets; and,
 - (h) Posters, handouts, and other teaching aids.
- (2) The Contractor shall provide:
- (a) Students with a student guide throughout classroom sessions. The guide includes class exercises and instructions, and an area for students to write notes. Participants shall keep their student guide after the class is complete. The primary sections of the student guide include the following:
 - (i) Presentation and notes pages;
 - (ii) Laboratories and activity pages;
 - (iii) Office simulations; and,
 - (iv) Case studies.
 - (b) An instructor guide that is the centralized reference point for instructing the class. The instructor guide shall mirror the student guide. It will contain the entire student guide on the left side of the book with the applicable instructor notes on the facing pages.
 - (c) FAQs as part of the student guide for users to reference for common questions. FAQs provide a quick reference to answers presented in logical groupings. The quick reference guide is a reminder tool for many common tasks performed in the system. It supplements online documentation or other manuals.
 - (d) An electronic version of training materials and ensure that they are current in accordance with the Training Plan. The Contractor shall customize and update the training materials during each of the four Releases of the implementation.

In addition to the electronic version of training materials, the system contains context-sensitive help messages on data fields within the system, thus reducing the amount of training and retention required by agents, partners, and other stakeholders.

F. Business User Training. The Contractor’s development of the training plan shall provide strategies for approaching the statewide training for business users and provide approaches for ensuring DMV personnel receives the training they will need to perform their jobs in CIVLS. Generally, the training sessions for the operational and/or business users as well as the system administrative and security staff will be 2 days for each course they take for full indoctrination into CIVLS.

(1) Trainers, including DMV SMEs. In order to ensure the best training experience the Contractor shall take an approach that incorporates both its trainers and DMV SMEs. Having DMV SMEs in the

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classroom is a great way to provide a learning experience that combines system and DMV-specific business process examples. The DMV SME is a state employee who may be a peer or often a direct supervisor of the students in the classroom and can help answer jurisdiction-specific questions and provide specific motor vehicle law in context to system functionality. The SMEs can also help students during the hands-on portion of the class and laboratory activities. The Contractor encourages the utilization of DMV SMEs who are also involved in user acceptance testing processes to ensure complete familiarity with the system.

(2) Classroom Instruction. The Contractor shall provide training in a classroom environment with one student per computer, or no more than two per station. The ideal class size is 10-15 students with an upper limit of 25 students per class. Generally, the Contractor will allocate 2 days for training sessions, which are conducted at DMV facilities to minimize travel and disruption. The system immersion training course for selected members of the technical staff is an exception.

(3) System Immersion Training. In accordance with this Agreement the Contractor will conduct system immersion training, which is a 4- to 6-week class, at the 3M Technology Center in Tucson, Ariz. This approach ensures that DMV technical staff has the ability to interact with the broadest group of technical and product developers who create the final configurations for DMV.

(4) Elements of Classroom Training. Classroom training consists of hands-on, instructor-led sessions delivered on site. Each session is a combination of instructor demonstration and hands-on experience, encompassing the daily usage and operation of the system. Before delivering the training, the Contractor shall present dry-run training presentations for each training package to appropriate DMV staff for approval. These presentations represent the material intended for the actual training and include the final training documents.

(a) Training attendees work through the process of completing each transaction scenario.

(b) The Contractor shall provide common troubleshooting and monitoring guidelines, and instructs attendees on the use of the maintenance and support procedures.

(c) As part of the training program, the Contractor shall conduct monthly online CIVLS information forums for State personnel through WebEx or DataXchange. These forums will cover lessons learned, status of releases, suggestions on what trainees can expect, and any other information that might build support for the program.

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(d) In addition to the forums, the Contractor shall produce periodic training newsletters that address training issues and present tips and tricks.

G. CIVLS Data Management Training. In light of the fact that the Contractor’s CIVLS application has extensive error checking and discretionary edit approval, the Contractor will be capable of catching a good number of errors at the point of entry. This application shall accelerate the user training and reduces new-hire orientation time. It also enables a quick transition to the CIVLS for current employees.

H. Technical and System Administration Training. Selected members of the State technical staff may need to complete a 4- to 6-week course of instruction at the 3M Technology Center in Tucson, Ariz., in order to ensure that they are prepared to handle both configuration changes and modifications to the CIVLS code to accommodate future changes to system business logic and associated code. Upon successful completion, State technical staff members will have mastered both configuration and modification aspects, enabling them to configure the business logic of the new system and modify associated code independently.

(1) **Figure A-10** describes CIVLS Immersion Training.

CIVLS Immersion Training (Technical)	
Products: All	
Target Audience	Technical staff (Database administrators, systems, and programming staff)
Duration	4-6 weeks
Class Size	1-10 students
Location and Facilities	3M Technology Center, Tucson, Ariz.
Prerequisites	Data Management Training; Advanced Microsoft .NET and SQL programming and engineering experience
System immersion training covers two knowledge areas: <ul style="list-style-type: none"> ◆ Configuration training covers the processes to configure the business logic of the new system (2 weeks) ◆ Modification training covers the processes to modify the new system’s code. (4 weeks) Some of the topics covered in training include the following: <ul style="list-style-type: none"> ◆ Database administration ◆ Software maintenance and administration ◆ Performance monitoring and tuning ◆ Software update of screens, menus, tables, fields, reports, etc. ◆ System utilities, including backup, recovery, and disaster recovery. 	

Figure A-10. System Immersion Training (Technical) - Course Description and Outline

(2) **Data Management Training.** In addition to the technical immersion training completed, administrative and security staff learn management functions and they receive training on standard reporting functions. The Contractor shall review and demonstrate appropriate features of the administration system. **Figure A-11** shows a sample administrator’s class overview that covers all products:

Data Management Training

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Products: All	
Target Audience	Administrative and security staff
Duration	2 days and 16 hours (depending on class size)
Class Size	18-20 students
Location and Facilities	DMV facilities
Prerequisites	Data management training
<p>The Administration Module course is designed for power users who need to maintain system users’ access rights; create contact and license types and fees; configure issue and enforcement settings; and conduct other miscellaneous system-level functionality, including system tables, fiscal year, and other desired items. The course length is 2 days (depending on class size).</p> <p>This course covers the following topics:</p> <ul style="list-style-type: none"> ◆ Work management ◆ Overrides and transaction approvals ◆ Reporting and system inquiries ◆ Inventory management ◆ Finance management ◆ End of month procedures ◆ Supporting basic users with the new system ◆ Training documentation. 	

Figure A-11. Administration Training Course Description and Outline

(3) Transitioning. The Contractor’s CIVLS Solution is designed to facilitate transitioning from Contractor to State support. A critical component of the transition plan is the identification of State personnel who will be responsible for system maintenance and enhancements, provide them comprehensive training at the Tucson facility, followed by the Contractor team working side by side with State personnel for a period of time on site at DMV, and then transition to full DMV system maintenance and enhancements.

The Contractor’s comprehensive transition and training plan for technical staff ensures the smooth transfer of ongoing CIVLS system maintenance and enhancements from the Contractor to the State. The Contractor shall work with the State to develop a process for updating and maintaining documentation as processes and system functionality evolve post deployment. In addition, the Contractor’s strategy involves developing a communication process to ensure that the new information is transmitted to end users on a timely basis.

The Contractor represents and warrants that this approach is to transition the maintenance for ongoing learning documentation and delivery to the DMV’s training team so that they can be self-sufficient in user-readiness activities as soon as possible. The Contractor shall work closely with the DMV training team to address the following:

- (a) Updating the overall employee orientation processes to include training content;
- (b) Assigning instructors or mentors to conduct formal or informal training (including backups);

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- (c) Reinforcing training and ensuring that it happens in a timely manner;
- (d) Communicating changes to employees as they occur;
- (e) Monitoring the understanding and use of processes;
and,
- (f) Coordinating timely sharing of information with primary and secondary audiences.

After implementation of the CIVLS Solution the Contractor shall provide on-site and on-call support to the DMV through establishing a layered support system that enables around-the-clock response that is flexible, timely, and tailored to DMV requirements. The Contractor’s team shall include remote and co-located resource staff at the DMV site who will be available during regular business hours. The support team manager will lead a staff capable of responding to server, network, hardware, and software issues, maximizing efficiency and productivity for DMV. An on-call DMV support team member provides after-hours support and will be capable of being on-site within an hour.

I. Computer-Based Training. The Contractor shall provide comprehensive CIVLS online help functionality that supports and reinforces all training activities. The online help functionality provides context-sensitive help, readily available to all users in an easy-to-understand format. The information provided is relevant and helps users complete transactions at hand. The Contractor shall also provide electronic copies of all training materials and systems documentation.

In addition to the ILT discussed previously, the Contractor shall provide optional training services that incorporate alternative delivery methods to supplement classroom-training time, including CBT applications (“CBT”). This shall supplement classroom training and technical documentation. They are stand-alone files running from a CD or as web-based Flash files that use a standard Internet viewer such as Internet Explorer.

The Contractor shall base the e-Learning tutorials on live recordings of transactions from the fully implemented CIVLS Solution. The Contractor shall build them from the actual software that the trainee is learning to use and enhance them with text captions that explain features, highlights that focus on different aspects of the application, and voice-over narration that enables the learner to listen while viewing the system in progress. The Contractor shall create the e-learning content with Sharable Content Object Reference Model (“SCORM”)-compliant tools that integrate easily into existing learning management systems. Integrating e-learning enables flexible training capabilities that conform to the student’s schedule and learning pace. Training by e-learning provides flexibility that permits scheduling around employee vacations, breaks, and peak customer periods throughout the day, and reduces the amount of travel and time away from the office.

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E-learning tutorials differ from CBT programs, which are complete courses designed specifically for delivery on a computer. CBT programs are effective for application training because they enable the user to work with the solution while they are learning. Although not typically as effective as classroom based, hands-on training, CBT programs do address the need for convenience, cost savings, and time efficiency when combined with the sandbox practice environment. The Contractor shall provide training services that incorporate delivery methods to supplement classroom training time including e-learning tutorials and CBT applications.

Figure A-12 describes training staff requirements, roles, and responsibilities.

Training Roles and Responsibilities

Role	Responsibilities
Training Manager	<ul style="list-style-type: none"> ◆ Working with PMO to develop an organizational change and training plan ◆ Overseeing all training development and delivery activities ◆ Identifying, managing, and resolving all training-related risks and issues ◆ Supporting cutover and go-live support ◆ Supporting organizational change management communications activities
Training Development Team	<ul style="list-style-type: none"> ◆ Developing and testing customized training materials and courseware ◆ Supporting training delivery activities as required ◆ Resolving risks and issues related to training materials ◆ Providing cutover and go-live support ◆ Participating in final cutover and go-live activities and providing post go-live support
Business Training Delivery Team	<ul style="list-style-type: none"> ◆ Leading and conducting training delivery services for business users ◆ Providing on-site training setup support ◆ Administering training feedback and evaluations ◆ Working collaboratively with DMV SMEs working as in-class assistant
Technical Training Delivery Team	<ul style="list-style-type: none"> ◆ Leading and conducting training delivery services for technical users ◆ Providing on-site training setup support.

Figure A-12. The Contractor’s Resources Required for Training

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3.5. Testing.

A. Comprehensive Testing. The Contractor shall provide comprehensive testing, including a variety of testing activities and types in accordance with the Acceptance provisions of this Agreement. As set forth in Section 3.2 (Quality Assurance), the design of the Contractor’s QA and testing processes shall ensure compliance with quality standards while eliminating causes of unsatisfactory results. The testing team, in accordance with the QAP and test plan, shall perform various types of testing through the project, document the deficiencies, and develop a plan of action to resolve the deficiencies until the Contractor achieves the project requirements. The test team shall also work to identify root causes for defects, putting in place procedures to ensure that the problem does not reoccur. A test plan provides the detailed methodology, the various tests to be performed, outcomes, and their management; test script methodology; the management of the test documents; and the method for tracing testing to requirements.

The Contractor’s testing processes include unit, integration, and regression testing done within each of the iterative build cycles. These tests are followed by a series of tests associated with each release upon final CIVLS configuration. Multiple component testing may be performed as part of a single testing event.

The Contractor shall provide comprehensive requirements based testing, including the following types of tests:

(1) **Overall solution validation** shall occur in the SVP. The purpose of this phase is to validate the solution with regard to the CIVLS Solution Requirements (as set forth in Schedule A – Part 2), including detailed, facilitated functional reviews of all system subcomponents. Solution Validation performance occurs in a dedicated Solution Validation or demonstration environment.

(2) **Requirements testing and validation** shall occur in the inception and elaboration phases of each iterative development build cycle. As requirements are captured and documented, they are validated with key stakeholders, including a proof of concept or prototype providing users an opportunity to validate the Contractor’s understanding of requirements in a systems context. Requirements testing and validation are performed in a combination of modeling, development, and test environments.

(3) **Unit testing** shall validate the smallest unit of software (individual programs and/or subroutines) to help ensure that application software functionality satisfies design specifications. The Contractor’s developers shall perform unit tests of programs that share common functionality (system and/or business functions) with each other. The purpose of unit testing is to help ensure that every executable statement can execute successfully and achieve desired results. Unit test checklists provide the test cases that are derived from the detailed design

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specification for the module being tested. Unit testing typically occurs in a combination of development and test environments.

(4) **Functional testing** shall focus on validating the target-of-test functions as intended, providing the required services, methods, or use cases. The purpose of functional testing is to ensure business functionality and to uncover errors introduced by combining individually unit-tested programs. Functional testing occurs at the business activity level and verifies that CIVLS supports the business processes and rules defined by the requirements document. Functional testing can occur in all environments.

The Contractor shall include usability testing as part of the functional testing process. Usability testing focuses on the human interaction with the system, such as esthetics, consistency in the user interface design, error handling, online and context-sensitive help, wizards and agents, user documentation and training materials. A particular focus is paid to user interface design, look and feel, navigational framework, and ease of use. A commonly used technique in usability testing is the use of focus groups that measure the group’s ability to perform required work in a timely manor along with capturing user feedback on design and ergonomics.

(5) **Systems integration testing** shall ensure that the components in the implementation model operate properly when combined to execute a use case. The target-of-test is a package or a set of packages in the implementation model. The combined packages often come from different development individuals or organizations. Integration testing exposes incompleteness or mistakes in the package’s interface specifications. Systems and integration testing validates of logical groupings of programs (typically subsystems) to verify that they can interface with other logical groupings of programs. The Contractor represents and warrants that the functionality shall comply with design specifications as agreed upon as part of SVP.

Prior to presentation to the State for Acceptance Testing, the Contractor shall perform end-to-end systems integration testing of the entire application to ensure that it satisfies previously established acceptance criteria and performs as an integrated system. The Contractor shall conduct system testing (execute business functions and system functions such as batch processing and system security features) in an isolated and controlled (test) environment to validate that a quality system is ready for production.

The Contractor shall perform testing of external interfaces, which involves testing inputs and outputs to the system, including: APIs, ETL processes, file transfer protocol (“FTP”), and batch processes.

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The Contractor shall provide comprehensive security testing as part of the systems integration testing process. Security testing validates that the system protects data and maintains functionality as intended. The six basic security concepts the Contractor’s security testing covers are as follows:

- (a) confidentiality;
- (b) integrity;
- (c) authentication;
- (d) authorization;
- (e) availability; and,
- (f) nonrepudiation.

(6) **Performance testing** shall focus on final measurable performance characteristics of the system. Performance testing is designed to identify system performance under load and simulating both real-world usage profiles, including peak system demands. The Contractor shall perform stress tests that focus on evaluating how the system responds under abnormal conditions. Stresses on the system could include extreme workloads, insufficient memory, unavailable services and hardware, or limited shared resources.

(7) **User acceptance testing** shall verify that the software is ready, and that end users can use it to perform the functions and tasks for which the software was built. Acceptance testing by the system provider is distinguished from user acceptance testing by the customer (the user or client) before accepting transfer of ownership. The Contractor shall provide the State with test cases and scripts and facilitates the process of user acceptance testing. Test results are captured along with bug and issue reports, which the Contractor shall enter into the configuration tracking system and the State shall verify such entry .

(8) **Data conversion testing** shall include the testing of ETL scripts and processes, along with testing of the underlying data. Data integrity and quality testing generally refers to the testing of data quality for use by a system. There are generally two dimensions of data testing:

- (a) compliance to required structural format; and,
- (b) the accuracy of the data itself.

The Contractor shall provide testing tools and reports that help the State identify data cleansing requirements. Data conversion testing shall culminate in two mock data conversion trials with each release to ensure that the data conversion process is ready for go-live and cutover.

(9) The Contractor shall conduct **Conversion release testing** in order to ensure that all of the people, processes, and technologies are ready for go-live and cutover activities. It shall include dress rehearsals of

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all conversion and cutover activities to ensure that everyone is familiar with all of the roles and responsibilities, and that backup processes are in place to support actual cutover activities.

B. Final System Acceptance. After all four Releases are completed; the Contractor shall provide an additional final requirements-based acceptance test. The Contractor shall validate the system by the user community to verify satisfaction of user requirements in accordance with the criteria developed in accordance with this Agreement. The State shall validate final acceptance in a production environment with guidance and assistance from the Contractor’s testing specialists, to ensure that the system meets the user requirements. Final System Acceptance shall proceed as set forth in the Agreement.

C. Testing Environments. The Contractor shall provide multiple testing environments as part of the deployment architecture. The design of these environments streamlines the application development life-cycle processes and provides project staff with adequate resources so as not to interfere with development, training, or production activities. The Contractor has learned that developers and test managers often require control over discrete test environments to facilitate various testing processes. Some of the testing environments include, but shall not be limited to the following:

- (1) Solution validation environment to host an instance of CIVLS for demonstration and validation purposes;
- (2) Test environments associated for each development environment, as required for unit and functional testing;
- (3) Test environments configured for systems integration testing;
- (4) Test environments configured for security and stress testing;
- (5) Test environments designed to support data conversion and cleansing activities;
- (6) Test environments dedicated to user acceptance testing; and,
- (7) Test environments optimized for go-live and conversion activities.

Where appropriate, the Contractor shall use VM technology to minimize the cost of multiple preproduction environments, including test environments.

D. Traceability. The Contractor shall provide complete traceability from requirements through system configuration and testing. To maintain traceability, the Contractor shall provide key documentation that contains the following information:

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- (1) Requirements Traceability Matrix connects requirements and test scenarios;
- (2) Test Plans and Scripts, includes:
 - (a) Test Strategy (including objectives). Defines the testing approach;
 - (b) Test Plan—Includes the testing tasks and schedules;
 - (c) Test Cases – Describe the test case scenarios which map to requirements use cases; and,
 - (d) Test Scripts—Describes the actual steps to be taken during the test and accepted results.
- (3) Acceptance Criteria defines the criteria that the client will use in determining application or system readiness, mentioned in the test plan;
- (4) Production Migration verifies that the production environment is ready and included as one of the test types.
- (5) Test Scenario Specification describes high-level scenarios based on use cases.
- (6) Test Case Specification specifies input, predicted results, and execution conditions for a test item.
- (7) Test Results Log presents a chronological record of relevant details about the execution of tests.
- (8) Test Incident Report reports on events occurring during the testing process that require investigation.
- (9) Test Summary Report summarizes testing activities and results; also contains an evaluation of the corresponding items.

E. Test Staffing. Figure A-13 describes the staff requirements, roles, and responsibilities.

Role	Responsibilities
Testing and QA Lead	<ul style="list-style-type: none"> ◆ Leading and managing all activities relating to testing ◆ Developing QA and test plans ◆ Executing QA and test plans, including monitoring of project risks and risk remediation
Functional Testers Motor Vehicle SMEs (i.e., Vehicle, Drivers, etc.)	<ul style="list-style-type: none"> ◆ Reviewing and validating all functional requirements ◆ Developing and executing functional test cases and scripts for each requirement ◆ Performing functional tests to validate that fully configured system meets requirements ◆ Identifying risks, bugs, or issues

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Role	Responsibilities
Test Developers	<ul style="list-style-type: none"> ◆ Designing and developing systems and integration test cases and scripts ◆ Performing independent systems integration testing to ensure that all components of the system perform as expected ◆ Identifying and documenting any bugs or issues ◆ Developing security test cases and scripts, in collaboration with CSO ◆ Executing security test cases and scripts ◆ Designing and executing stress and performance testing, as required ◆ Testing data conversion and ETL processes ◆ Designing and developing user acceptance test cases and scripts ◆ Scheduling and facilitating user acceptance testing ◆ Testing cutover processes
Usability Tester	<ul style="list-style-type: none"> ◆ Designing and developing usability test cases and scripts ◆ Executing usability tests, including ergonomics, look and feel, navigation, and efficiency ◆ Testing against Section 508 content accessibility requirements ◆ Identifying usability risks and issues and make recommendations for design improvements.

Figure A-13. The Contractor’s Required Testing Resources

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3.6. System Operations and Management.

A. System Documentation. The Contractor shall provide comprehensive systems documentation, updated and customized to CIVLS. The Contractor acknowledges, on the basis of its experience in deploying and transitioning motor vehicle solutions that documentation is an important part of complex system replacement projects. The Contractor’s system documentation shall provide clear visual and textual representations of the system that can be used by various people who interact with the system, including operations and support staff, front- and back-office personnel, administrators, and external trusted-party agents.

The Contractor’s approach to managing user, application, and system documentation is to leverage base documentation materials and to customize them for CIVLS, reflecting DMV’s configurations and customizations. The Contractor shall extend and customize various manuals, guides, online help, and other tools to provide a valuable resource to system users in the operation, training, and general support of CIVLS. The Contractor’s tools document the specific functions and processes that are unique to DMV to support the system long into the future.

As the Contractor updates the system documentation with each Release, it shall provide facilitated reviews of the documentation to the State for final review and acceptance. All final system documentation is delivered in electronic form in a format that is easy to update and maintain along with system changes for future operational support. Some of the various types of documentation are described in the following paragraphs.

B. User Guides. User guides help agents and supervisors effectively use the application to complete their job functions. User guides include overview information, procedures, glossaries, and indexes. Guides are process-based and assist users with the steps needed to complete a task. **Figure A-14** shows sample tasks from the ARTS User Guide.

(1) User guides for DMV include information about the following topics as required:

- (a) Reports and queries;
- (b) Error code values and fixes;
- (c) Data dictionary;
- (d) Supplemental user help for specific end users;
- (e) Manual procedures; and,
- (f) Workstation components.

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Getting started

Important: Before you can open the ARTS Console, you must have a valid username and password. Contact your supervisor if you need a logon account and do not have one.

This section includes the following topics:

- Starting your day.
- Opening the ARTS Console.
- Adding a user profile.
- Switching your user profile.
- Changing your password.
- Locking/unlocking the ARTS Console.
- Closing the ARTS Console.

Starting your day

At the start of your day, you might perform the following tasks to get set up:

- 1 Open the ARTS Console. (See “Opening the ARTS Console” on page 1-7.)
- 2 Configure your console to define your profile location, your cash drawer, your printers, and your user preference settings.



Tip: Make sure you have the correct amount of cash in your cash drawer. (See “Adding a user profile” on page 1-7.)

- 3 Check your inventory to make sure you have enough for the day. If you do not, transfer inventory to your location. In ADS, see “Transferring Digimark inventory” on page 8-3.

Figure A-14. Sample User Guide. The user guide shows tasks for a user to begin the day using the ARTS system.

(2) User guides shall also be provided for specific Connecticut DMV business partners, such as automobile dealers. These guides offer an abbreviated version of the full user application guides and focus on the tasks specific to the particular organization. **Figure A-15** shows sample information from a specialized dealership user guide.

Generating a dealer snapshot report

The dealer snapshot report provides a detailed view of a specific dealer, including the following details for all licenses that the customer has:

- Legal name
- Address
- County
- Owners and officers
- DBAs
- License #
- License type
- License status
- License issuance and expiration dates
- Business type
- Vehicle makes and types
- Bond information
- Business hours
- Privileges
- Plates

Generating an emergency vehicle report

The emergency vehicle permit report provides details of red light permits issued in a specific time period. You can limit the report using any combination of the parameters. You must enter a date with a range of up to one week.

To generate an emergency vehicle permit report:

- 1 On the Dealer menu, click Reports > Emergency Vehicle.
- 2 Enter any combination of search parameters.

Emergency Vehicle Search

The screenshot shows a web form titled "Emergency Vehicle Permit Search". It contains several input fields: "Owner Name" (text), "Vehicle Type" (dropdown menu), "VIN" (text), "Customer #" (text), and "County" (dropdown menu). Below these fields, there is a section for "Permits issued within this date range:" with "Issued From" set to "3/1/2006" and "Issued Through" set to "3/3/2006". A "Search" button is located at the bottom right of the form.

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Figure A-15. Sample Dealer’s Guide. This guide is designed specifically for the automotive dealership system user.

C. Reference Guides. Reference guides shall be designed by the Contractor to help users understand how to use specific windows and fields in an application. Reference guides include descriptions of each window’s purpose, navigational paths, detailed descriptions of window elements, and indexes. **Figure A-16** shows sample information from a user reference guide.

The screenshot shows a window titled "Add Customers to Group - Firststar Banks" with a "Results" tab. A search filter "Last Name=Smith" is applied, showing 18 records. The table lists customer details, and the "Add Selected" button is highlighted with a red arrow.

Customer #	Legal Name	Residency Address	Drivers License	State
112635	Smith, Arden	1035 180th St Farmington IA 52626	485464899	IA
114099	Smith, Carlton P	32594 Fox Ave Sioux City IA 511088555	478024468	IA
112978	Smith, Charles J	673 10th Ne Mason City IA 50401	480708793	IA
114300	Smith, Frank William	7303 Oak St Davenport IA 52806	333407449	IA
112561	Smith, Glen	Po Box 236 401 Read St Wesley IA 50483	480343055	IA
112764	Smith, H R	329 W Cass St Osceola IA 50213	478321508	IA
112833	Smith, H R	329 W Cass St Osceola IA 50213	478321508	IA

Table 3 Add Customers to Group window, Results tab window element descriptions

Window element	Usage
Customer #	Displays the system-generated number of the corresponding customer.
Legal Name	Displays the legal name of the corresponding customer.
Residency Address	Displays the primary address of the corresponding customer.
Drivers License	If the corresponding customer is an individual, displays the driver’s license number of the customer.

Figure A-16. Sample Reference Guide. This guide provides details on each window and element.

D. Training Manuals. Training manuals provided by the Contractor shall include instructor guides and corresponding student guides. The instructor guide is the central reference point for instructors providing solution training. This guide mirrors the student guide. It contains the entire student guide on one side of the book with the applicable instructor notes on the facing pages.

The student guide is the book that the students work with throughout a class. Participants keep their student guides and may take notes in them.

E. Online Help Documentation. The Contractor shall provide online help documentation which is an electronic combination of the user guide and the reference guide for each application. Online help is designed to be context sensitive, providing relevant information wherever users may be within an application. Online documentation is indexed and searchable by keywords. System users can access online help without leaving the application and without losing their work. The Contractor uses RoboHelp® and AuthorIT tools to develop and maintain online help documentation. **Figure A-17** shows an

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example of online help and the many functions that are included, such as printing, drill-down, and search.

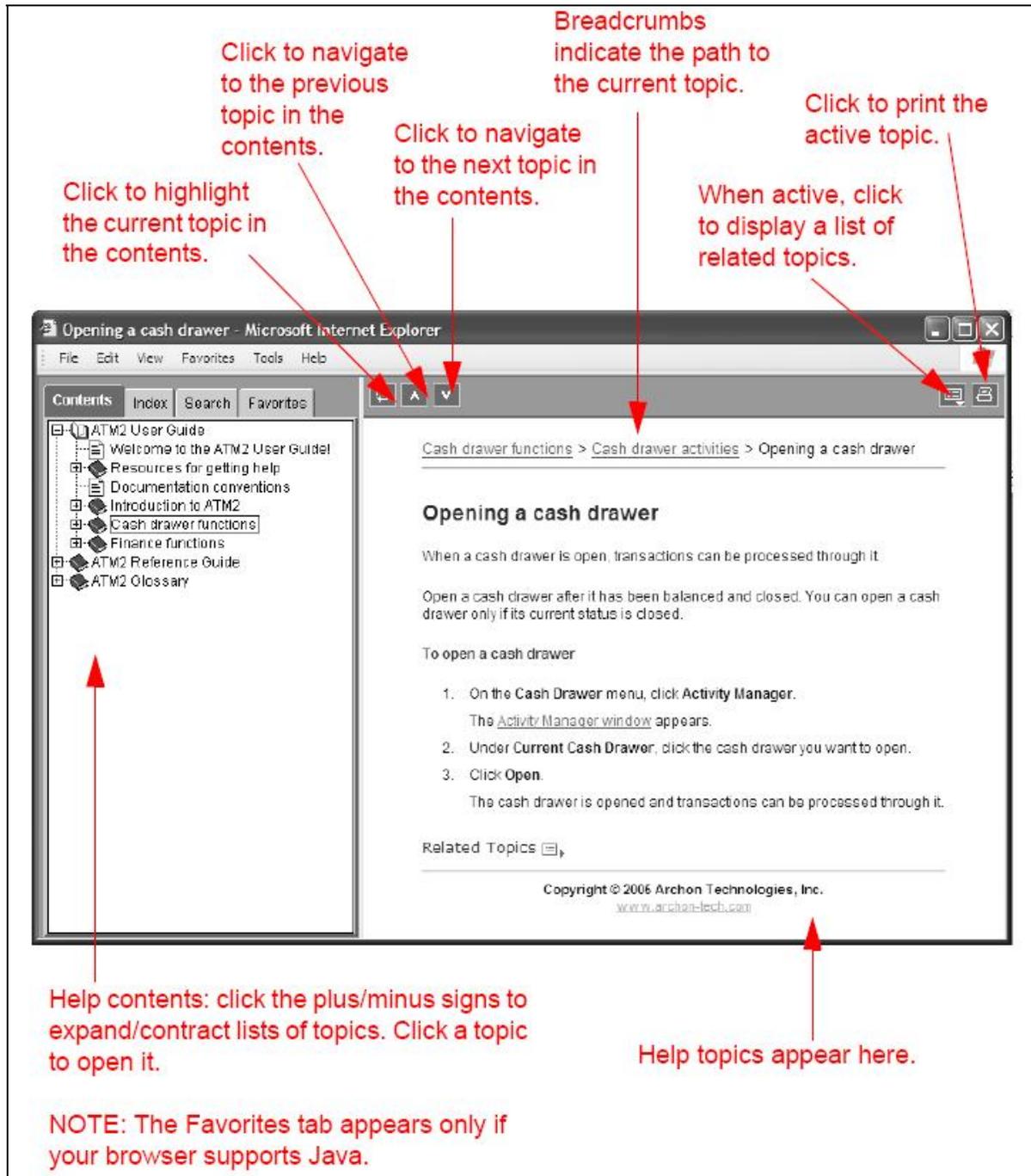


Figure A-17. Online Help. Online help makes it easy for users to locate information without interrupting in-process transactions.

F. Quick Reference Guides. The Contractor shall provide the State with quick reference guides which are reminder tools for the most common tasks performed in an application. They supplement online documentation or other manuals. **Figure A-18** shows an example of a Quick Reference Card.

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Quick Reference Card

Getting started

Opening VRT

- 1 On your computer desktop, double-click the **ARTS Console** icon.
- 2 Enter your user name and password. If you do not know your user name and password, talk with your supervisor.

Locking/unlocking the console

Whenever you are away from your workstation, lock it to prevent unauthorized use.

- On the **Console** menu, click **Lock**.
- To unlock the console when you return, enter your username and password.

Closing VRT

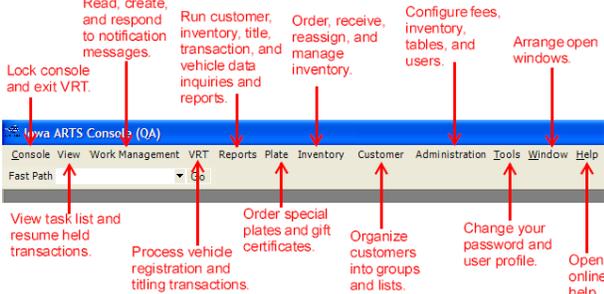
- On the **Console** menu, click **Exit**.

Customizing the VRT environment

- 1 On the **Tools** menu, click **Profile**.
- 2 On the User Profile window, enter your preferences.

VRT menu bar

- The VRT menus you see might differ, depending on your user profile.
- Additional menus might appear if you have integrated financial or drivers services applications.



The screenshot shows the menu bar for 'wva ARTS Console (QA)'. The menu items are: Console, View, Work Management, VRT, Reports, Plate, Inventory, Customer, Administration, Tools, Window, and Help. Below the menu bar is a 'Fast Path' field with a 'Go' button. Red arrows point from text descriptions to each menu item:

- Console**: Lock console and exit VRT.
- View**: View task list and resume held transactions.
- Work Management**: Read, create, and respond to notification messages.
- VRT**: Run customer, inventory, title, transaction, and vehicle data inquiries and reports.
- Reports**: Order, receive, reassign, and manage inventory.
- Plate**: Order special plates and gift certificates.
- Inventory**: Order, receive, reassign, and manage inventory.
- Customer**: Organize customers into groups and lists.
- Administration**: Configure fees, inventory, tables, and users.
- Tools**: Change your password and user profile.
- Window**: Arrange open windows.
- Help**: Open online help.

Figure A-18. Quick Reference Card. This card provides an easy-to-use reference tool for system users.

G. System and Technical Documentation. The Contractor shall provide detailed system and technical documentation for the system that includes the following:

(1) **User and Configuration Guides.** The Contractor has developed and will provide to the State, user and configuration guides to help document and plan specific configurations within CIVLS. These guides identify the types of transactions, business processes, and business rules that apply to those specific transactions. The Contractor shall work with the State in the early project planning phases to complete these guides and use them to identify the specific configurations that are completed with each iterative build cycle.

(2) **Configuration Templates.** The Contractor has developed, and will provide to the State, configuration templates to help capture specific business rules and configuration requirements from the State. These templates include Excel spreadsheet tools that mimic the Table Management and configuration menu functions inherent in the

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Contractor’s CIVLS Solution but are designed for use in facilitated joint application design (JAD) sessions with the State to validate configuration requirements.

(3) Application Design Documents. Application design documents, along with user and reference manuals, fully describe the business processes and functionality of the application. In addition to providing table structures, data dictionaries, and system flow diagrams, application data models are provided..

(4) Technical Manuals. Technical manuals support database, system, and application administrators in installing, configuring, monitoring, and maintaining the system. Topics include the following:

- (a) Installation;
- (b) Navigation;
- (c) User management;
- (d) Configuration;
- (e) System monitoring and troubleshooting;
- (f) Back-up and maintenance; and,
- (g) Disaster recovery.

H. System Performance. The Contractor shall ensure, following consultation with the State, that CIVLS is properly sized and ensure that the system has the capacity to deliver at the high performance levels demanded by high transaction volume environments such as DMV, as further set forth in this Agreement. The Contractor acknowledges and understands that rapid response time is critical in such demanding customer service environments and has architected CIVLS in order to minimize latency. CIVLS shall meet the system performance standards set forth in **Schedule D**.

I. Security. The Contractor shall design CIVLS in order to securely protect both the transactions and data the system manages. The Contractor acknowledges the importance of security in motor vehicle applications because the information the CIVLS Solution manages includes important personal identification (“ID”) data, official government credentials, and undercover law enforcement alias information that could put individuals at great risk if their identify information is compromised.

The Contractor shall provide a CSO for the duration of the project. The CSO shall review State security policies, procedures, standards, tools, and technologies and works with the Contractor’s implementation team and the State to properly integrate the State-specific environment into the Contractor’s CIVLS Solution. The CSO shall also review all project Deliverables and advise on role-based security models, security policies, and security procedures to ensure that CIVLS meets all security requirements.

In addition to system security, the Contractor shall work with the State to protect confidential information during the project implementation process.

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The Contractor acknowledges that Project employees who will be assigned to tasks such as data conversion, configuration, or training will have access to confidential information within the scope of their Project duties. The CSO shall ensure that all Contractor CIVLS staff are briefed, understand and adhere to the Project’s security policies and procedures. The Contractor shall perform background checks and require staff to sign confidential nondisclosure agreements, as appropriate, based on an individual’s role and duties. All data conversion activities will occur on-site within State facilities so that confidential personal information does not leave the State secure environment.

J. 3M MVS Authentication and Security Services. CIVLS shall provide robust role-based security features. Access to all information and functionality is controlled by role, which is designed based on practical experience in DMV operations. Users of CIVLS will be identified in the system by a unique user ID and password, which are authenticated against Windows Active Directory and/or Novell e-Directory products. These products shall include extensive capabilities for governing password policies. Password policies shall include criteria such as length of password, password format, history, complexity, and frequency of password expiration.

(1) Foundations. CIVLS is based on the 3M MVS Enterprise Software Suite, which leverages application authentication and authorization services. These services shall provide authentication and authorization of application functions for Web service-based clients, including session and State management.

Authentication and authorization features include the following:

- (a) Log-in authentication based on user ID and password;
- (b) Password management by individual users;
- (c) Password policy integration, including password expiration policies;
- (d) Management and access control of the application’s features and functions;
- (e) Menus and functions in Web and smart client applications built dynamically based on user security and permissions; and,
- (f) Role-based security for application functionality.

(2) Microsoft Active Directory/Novell e-Directory. The Contractor’s CIVLS Solution leverages the use of the State’s then existing Active Directory and e-Directory. Administrators have extensive capabilities to manage user accounts. In addition, the CIVLS Solution provides for secure and distributed user account management for the following functionality:

- (a) User accounts: (i) Create; (ii) Expire; (iii) Disable; and, (iv) Delete;
- (b) Group Accounts: (i) Add user; and, (ii) Create;
- (c) Reset user password;

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- (d) View currently logged on users;
- (e) View history of user application access; and,
- (f) Cancel or terminate user session.

The State’s Active Directory is used for authenticating users from inside the State network and granting function-level security for users and groups. For each authenticated user session, the system logs user ID, time and date stamp, and IP address. Each user session is identified by an encrypted session ID. This unique session ID governs the entire time the user is signed onto the application. A user’s session also is subject to a configurable time-out parameter (used for automated sign-out as a result of inactivity). Session ID information is stored in the application’s administrative database for auditing purposes.

Active Directory and e-Directory are used to manage different types of users:

1. Users who perform DMV functions from inside the State network.
 - a. This group of users will utilize the current DoIT Active Directory, which is synchronized to the State’s e-Directory.
2. Users who perform business functions on behalf of DMV from outside the network using VPN.
 - a. This group of users will also utilize the current DoIT Active Directory, which is synchronized to e-Directory.
3. Users who perform business functions on behalf of DMV from outside the network.
 - a. This group of users will utilize a portal with discrete functionality tied to business functions and authenticating to the State’s e-Directory.
4. General public
 - a. For some functions, this group of users will utilize DMV-issued PINs for access to simple transactions with no authentications.
 - b. For other functions, this group of users will connect to a DMV portal and authenticating to the State’s e-Directory

The specific authentication design will be adjusted and finalized in the SVP.

(3) Secure DMZ. CIVLS shall be deployed (as required by the State) in a secure DMZ. The Contractor shall use best practices, including the following:

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- (a) Using firewalls and routers to further maintain the security and integrity of the application; and,
- (b) Encryption of external access to the application (SSL or PKI). Access for internal users also can be encrypted; however, this may affect system performance.

The Contractor’s solution shall leverage all existing DMV security infrastructure and shall fully support certificate-based authentication using standard PKI infrastructure. The Contractor shall work with DMV and DOIT to review, document, recommend, and approve final security configurations and deployments.

(4) Encryption. Any data field in the Contractor’s CIVLS Solution shall be capable of encryption. The security framework in the 3M MVS Software contains a set of cryptography classes that encrypt data. Those same cryptography classes can be used to encrypt any required data. Additionally, using role-based security, the Active Directory architecture limits access to functions that decrypt data. The Contractor shall investigate, determine and advise the State on specific encryption requirements in the SVP.

All decryption of encrypted data is controlled by role-based security access in CIVLS. Standard role-based security functions are used with specific permissions configured and based on State-approved, role-based security models.

(5) Data Validation. In order to maintain the integrity of data, CIVLS shall perform data validation on both client and server machines based on defined business rules before committing any data. Additionally, all application database access is handled through a single account the application uses. Thus, users of the application are not allowed direct access to the database.

(6) Utilization of Active Directory. The Contractor’s CIVLS Solution provides both column- and row-level security by using Active Directory as its security architecture to limit access to functions in the system. Rows and columns that must be secured are designed to be available only through those functions. The Contractor shall investigate, determine and advise the State on specific functions that must be secured.

(7) Additional Access Functions. CIVLS will have functionality that will enable verification of whether users can access functions as well as more granular levels, such as fields on forms. If the user does not have authority, the data in those fields is not available. The Contractor shall investigate, determine and advise the State on specific security requirements for the functions that need to be secured.

(8) Error Reporting. CIVLS shall provide system error reporting and logging, user access logging, and auditing logging facilities and also leverages the numerous Windows built-in system and monitoring tools along with Microsoft SQL audit and record features.

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- (a) The logging and report capabilities include, but shall not be limited to the following:
 - (i) Audit logs to view defined updates to data rows or elements (who changed which data);
 - (ii) Activity logs to track user access to the system;
 - (iii) Web logs to track which users accessed which functions;
 - (iv) Error logs to track application errors. (Notification can be sent based on error and severity.);
 - (v) Database logs to track database errors. (Notification can be sent based on error and severity.). Database logs also can be used to monitor use and execution times.

- (b) Application errors are logged to the centralized error logging facilities. The error information contains detailed information about the following:
 - (i) The error;
 - (ii) The component in which the error occurred;
 - (iii) The user who received the error; and,
 - (iv) The machine and location where the problem occurred.

(9) Monitoring and Audit Tracking. As part of the Business Intelligence/Reporting and Data Warehouse option, the Contractor shall provide a robust monitoring and audit tracking system that integrates all event logs from all the systems into one centralized data store from which reports and alerts can be produced quickly and easily. At the option of the State, this system may be integrated into the existing environment and help supplement and complement existing solutions.

Role-based security groups apply to all parts of the CIVLS Solution. The Contractor shall provide several data reporting and extraction tools, including the State-provided IBM tools and standard Microsoft SQL reporting tools as well as enhanced analytics, business intelligence/reporting, and decision support options.

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J. Back-up and Disaster Recovery. The Contractor shall provide a fully scalable and robust suite of solutions to satisfy the State’s backup and recovery needs. The Contractor shall investigate, develop and integrate the CIVLS backup and disaster recovery plan into the overall State-wide backup and disaster recovery plans. This effort shall be led by the Contractor’s operations and maintenance team collaborating with DMV and DOIT.

The Contractor shall provide a complete failover environment of redundant components if any primary production component fails. The backup and disaster recovery facilities are designed to provide full recovery from catastrophic failure, such as an entire hosting center failure.

The Contractor’s CIVLS Solution shall be configured in order to blend into a highly configurable disaster recovery solution. The Contractor shall leverage the use of a SAN system that provides a shared disk resource for all servers that make up the platform for CIVLS. By using this shared device, operating system and data drives on each server can be backed up quickly without affecting server performance or the application running on the server. This process, called “snapshots” can be enabled quickly and executed in minutes. Snapshots can be replaced quickly by the host server to enable a recover from a hardware failure or from a degraded application or operating system module. By leveraging this technology, the Contractor’s platform is positioned to meet DMV’s recovery needs well into the future.

For long-term off-site data preservation, the Contractor shall provide a virtual tape library (“VTL”) solution to back up snapshots of data volumes that host database or file data. By using a VTL, information life cycle management can be achieved through migration of data from high-performing storage to inexpensive tape media. Specifically, primary SAN disk storage may be reduced by moving older snapshots to the VTL, which then can migrate the data to backup tape. This solution also is positioned to take advantage of the existing backup infrastructure already in the DMV network.

Data recovery of systems and servers can be achieved using the same technology by replaying the snapshots back to the primary SAN volume that the degraded or affected server uses. By using this technology, high-performance database systems and applications can be recovered quickly with little downtime.

K. Business Continuity. The Contractor shall support integrating the CIVLS application into business continuity and disaster recovery plans the State currently maintains. The Contractor’s operations and maintenance team shall work with DMV and DOIT staff to amend and update current State business continuity plans. The Contractor shall also deploy preproduction environments to closely match the final production environment.

The Contractor represents and warrants that it shall provide complete redundancy to the entire production infrastructure for failover purposes, based upon the State’s acceptance of Contractor’s recommended design as part of SVP. If any component fails, a failover component begins to provide continuity of service. Typically, failover infrastructure is collocated with production. Failover typically is configured so that end users do not experience any loss of service. The Contractor shall also provide disaster recovery infrastructure in the event of a catastrophic failure, such as an entire building or data center disaster. Disaster recovery typically is

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located off-site, with adequate infrastructure designed and configured to temporarily accept production loads during the disaster. Disaster recovery configurations are based on the State’s desired service levels (i.e., 1 hour, 1 day, 1 week recovery times).

The Contractor represents and warrants that it shall provide complete redundancy through a number of technologies, based upon the State’s acceptance of Contractor’s recommended design as part of SVP. At the application level, clustering and network load balancing shall enable the platform to redirect user traffic automatically away from a server experiencing problems. By using these solutions, risk from application failure may be reduced significantly. The Contractor shall also use database mirroring, which provides another level of availability by enabling redirection of application access to multiple data centers. By using this technology, application access may be distributed across multiple sites to provide a fully meshed and distributing computing platform.

The Contractor represents and warrants that it shall also leverage SAN technology to replicate data from one SAN system in one data center to another SAN system in another data center, based upon the State’s acceptance of Contractor’s recommended design as part of SVP. By leveraging SAN replication, snapshots of servers taken in one data center may be replicated and replayed in another data center and may be brought online using hot or cold server devices quickly and with little effort.

L. Service Level Agreements. SLAs are set forth in **Schedule F**.

M. Staffing Requirements. **Figure A-19** describes the staff requirements, roles, and responsibilities for systems operations and management.

Role	Responsibilities
Chief Engineer	<ul style="list-style-type: none"> ◆ Lead and manage all activities relating to system architecture specifications ◆ Review and approve business continuity and disaster recovery updates to the State of Connecticut Disaster Recovery Plan
3M Solutions Architect and Technical Lead	<ul style="list-style-type: none"> ◆ Provide critical input to technical architecture deliverables ◆ Lead and manage all activities related to functional configuration changes and customizations ◆ Identify risks, bugs, or issues
Service-Oriented Architectural (SOA) and Integration Solutions Architect	<ul style="list-style-type: none"> ◆ Oversee all activities relating to integration of product solutions outside the core 3M product and the impact of these integrations on service level objectives ◆ Oversee independent systems integration testing to ensure all components of the system perform as expected ◆ Oversee integration stress and performance testing, as required ◆ Oversee integration data conversion and extract, transform, load (ETL) processes ◆ Identify and document any bugs or issues
Infrastructure and Operations Team	<ul style="list-style-type: none"> ◆ Develop operations management, disaster recovery, support, and maintenance plans ◆ Develop all operations management processes and procedures ◆ Lead and manage hardware and software components of the Contractor’s CIVLS Solution ◆ Oversee monitoring of system status and respond to technical issues ◆ Review all system documentation and update any operational support and

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Role	Responsibilities
	maintenance components ◆ Transition support of the Contractor’s CIVLS Solution to State resources as part of the transition phase activities for each release

Figure A-19. Contractor’s Resources Required for Systems Operation and Maintenance

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3.3 Data Management.

A. Data Conversion. The data conversion and migration process is critical to the successful transition, cutover, and go-live of the new system. The Contractor shall provide the State:

(1) The ability to access accurate historical records, seamless integration of legacy data with new transactions, and smooth transition from the old to new system;

(2) The data conversion services and support State data cleansing efforts for legacy data migrated to the Contractor’s CIVLS Solution. Data cleansing support includes two end-to-end test ETL conversion processes in which the Contractor shares ETL results and error reports identifying target data that may require State resolution.

(3) The interfaces to legacy systems that may remain in operation during the project before being cut over in a subsequent release, as mutually agreed on with the State during the project planning phase.

The Contractor shall use the comprehensive Data Conversion Analysis, Design, and Migration Process (“DCADM”) to ensure successful data conversion and migration as detailed in the following paragraphs.

B. Data Conversion Analysis, Design and Migration Process. DCADM shall accomplish the following:

(1) Confirm and capture a complete physical and functional understanding of current DMV applications and data exchanges and their associated configuration settings, business rules, and content data;

(2) Create a phased migration road map that decouples and organizes highly intertwined DMV applications into phased retirement sets while ensuring operational continuity during and after the deployment of the CIVLS Solution;

(3) Construct data exchange and data conversion and migration specification baselines to support the phased migration road map;

(4) Develop data conversion and migration scripts and associated test scripts or data exchange drivers and stubs to support each specified migration phase, including deployable temporary interfaces for phase to phase DMV capability maintenance;

(5) Conduct migration phase pre-deployment data conversion, data exchange and functional capability confirmation rehearsals, anomaly rectifications, and metrics gathering; and,

(6) Execute successive, phased data conversions and migrations that culminate in the seamless transition to the new DMV system and the orderly retirement of legacy DMV applications.

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The State has identified legacy systems that are anticipated to be replaced through the implementation of the CIVLS Solution. The Contractor will affect a data conversion for each such system with accompanying seamless transition of interfaces to the new system.

C. Data Cleansing. The Contractor shall support the State, which is responsible for cleaning source data before phased migration conversions.

(1) The Contractor shall test and perform ETL processes, which generate anomaly reports when running ETL scripts. The Contractor shall provide these error reports to the State to assist its efforts in cleaning any legacy data that may require work. There are generally two dimensions of data cleansing:

- (a) Compliance with required structural format; and
- (b) Accuracy of the data.

Testing and validating the structural format of data ensures that actual production data is structured in compliance with defined requirements for CIVLS. Data accuracy testing ensures that the data is accurate and up to date, typically through the State using sample random testing techniques.

(2) The Contractor shall use the then existing State suite of tools to identify anomalies in State legacy application source data that require cleaning. The State then can use this suite and other methods to clean the source data so it no longer presents anomalies for final conversion.

(3) When the source data is declared by the Project Administrator to be clean and ready for the State to convert, the Contractor shall perform a final test against the cleansed legacy data to ensure all issues have been resolved. Issues may be resolved by conversion business rules or direct intervention (e.g., replacement) of the data by authorized State employees. The Contractor shall either validate the data as being ready for conversion or identify additional anomalies for State resolution.

D. Legacy Synchronization.

(1) The Contractor shall:

- (a) Provide a number of solutions to resolve any existing legacy application data content synchronization conflicts with operating portions of the CIVLS Solution while other portions temporarily remain running on legacy systems.
- (b) Work with the State to develop a mutually agreeable synchronization plan that identifies which system or database is the “database of record” for items temporarily located in two places with a process for synchronizing data and resolving any duplications.
- (c) Work with the State’s existing processes that synchronize data within legacy DMV applications.

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(2) As part of the data conversion or migration phase release planning, the Contractor shall investigate and understand the business rules and data structures that exist in and among these applications to synchronize data content, propagate data updates, and store metadata associated with these updates. The Contractor shall investigate such things as the presence of name, address, and ownership histories in applications and which metadata (such as creation and update date-times) are stored. With this information, the Contractor shall formulate and recommend to the State the manner of grouping legacy applications for phased migration so that data synchronization and change propagation issues are minimized.

In those instances where a phased data conversion or migration causes a data synchronization or update propagation issue, the Contractor shall formulate approaches and measures to resolve the issue across the new CIVLS Solution and legacy application baseline that is in production. A synchronization or update propagation event (e.g., a change of address) may originate on either the CIVLS or any one of the active legacy applications.

(3) Regardless of the originating system or application, the steps in resolving a data synchronization and update propagation issue to be followed by the Contractor, include the following:

- (a) **Detection of data synchronization or update propagation event**—Detection may be accomplished in real time by inserting a write trigger (or the equivalent) in all content data items for which data synchronization or update propagation must be maintained. With applications for which this is not possible, daily ETL dumps and compares of synchronization content data items and associated change metadata can be used. The first detection approach is more timely and elegant but also more intrusive because it may require a code modification of the notifying new or legacy application. The second detection approach is less intrusive because it only requires ETL tool read-only access to an applications data store. This access would not be in real time but could be scheduled more often than daily if the mean time between synchronization or propagation demands.
- (b) **Synchronization data exchange and propagation update of involved systems or applications**—Synchronization data exchanges can be accomplished through synchronous Web services or by ETL or FTP file drops into the target system in-basket directory. The Web services approach provides connector access (if available) for updating the target system data store in real time. The ETL approach relies on an update file being dropped into a target system inbox directory followed by periodic utility inspection and processing of inbox items. In both approaches, exchanges must be written to accommodate data deletions as well as creations and

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updates (note the previous mention of the presence or absence of content data histories within source or target data structures).

- (c) **Logging data synchronization or update propagation action and notification of originating system of action complete**—Action logging and data synchronization or update propagation completion notifications can be accomplished through synchronous Web services or scheduled ETL script actions. Web services can provide real-time acknowledgment and logging of synchronization events. Such services can be constructed to re-attempt synchronization transactions until a completion receipt is received. For ETL script-driven exchanges, receipt files can be transferred so the originating system continues to provide a synchronization update in the file stream until a receipt token for the update is received in the periodic receipt file. These approaches ensure that data synchronization or update propagation is maintained even if the source or target system or application is temporarily off-line.

Synchronous Web services or asynchronous ETL file drops to implement data synchronization depend on the State’s preferences to modify legacy application code or willingness to let the Contractor create, read, update, or delete data from legacy application data sources. For example, if the State maintains absolute control of legacy application source data create, update, and delete actions, the State needs to write utilities to read and write data files to in- and out-baskets so that the Contractor’s ETL and Web service activity is isolated completely from both legacy application code and legacy data stores or sources.

The issue of data content normalization and deduplication is separate and distinct from the issues of data synchronization or update propagation. The Contractor shall support the State in its efforts to deduplicate legacy application source data as part of pre-conversion data cleansing activities. Deduplication seeks to resolve and maintain only one instance of entity “truth” in the enterprise. For example, deduplication could be applied to the person, institution, business, vehicle, and boat entities in DMV. The CIVLS Solution provides functionality that establishes and maintains a normalized and deduplicated set of transaction records in the new target environment.

The Contractor shall support the State in using the capabilities of the then State’s existing tools to perform deduplication. If the State is not satisfied with the DataStage suite capability for deduplication, the Contractor can recommend other affordable commercial off-the-shelf tools to support entity deduplication processing as a post-conversion activity. The Contractor also can support the State in developing mutually agreed on business rules for determining automated versus person-in-the-loop matching and deduplication decision-making.

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E. Business Intelligence/Reporting and Data Warehouse. In the event the State exercises its option to procure the supplemental business intelligence and data warehouse services listed in the Product Schedule (Attachment 3 of Schedule A), the Contractor shall provide additional robust and comprehensive Business Intelligence/Reporting and Data Warehouse options.

The Contractor shall work with the State to determine additional optional business intelligence/reporting and data warehouse requirements. Many reports are predefined in CIVLS. Working with the State, the Contractor shall identify the source, structure, and format of these external data sources and maps them into the overall data warehouse design. The Contractor shall also work with the State to determine the best process and frequency for replicating the data in the data warehouse. The Contractor has learned from experience that data warehouse efforts require strong support from the State. Many of the source systems may be managed by external organizations that have their own priorities and technical, privacy, and security standards. The Contractor shall work with the State to prioritize these requirements and facilitate an environment for the data warehouse effort to be successful.

The data warehouse design is based on logical design to optimize speed, reporting, and correlation analysis. This structure allows for simple rolled-up summary reporting that can be navigated easily and drilled down into for more detailed information breakdowns.

The Contractor shall use a number of tools in the data warehouse environment, such as:

- ◆ Microsoft SQL Server 2008 capabilities for synchronous failover and recovery database replication and mirroring and asynchronous disaster recovery and restore to provide a high-availability operational environment.
- ◆ IBM DataStage ETL capabilities to populate and maintain the new CIVLS data warehouse to support business intelligence, analysis, and reporting.
- ◆ Business Objects Crystal Reports products provide robust reporting tools that are integrated easily with work flow, alerts, and notification processes to support DMV’s business needs.

F. Staffing. **Figure A-20** describes the data management staff requirements, roles, and responsibilities.

Role	Responsibilities
Chief Engineer	<ul style="list-style-type: none"> ◆ Oversee all data management and conversion plans and activities ◆ Review data conversion test results ◆ Support and facilitate the resolution of any executive-level data management or conversion issues
Legacy System and Data Conversion Lead	<ul style="list-style-type: none"> ◆ Develop data conversion and management plans and integrate with overall master project plan ◆ Lead and manage all activities related to data conversion and phased migration management ◆ Oversee the production of all data architecture deliverables, ETL processes and scripts, and conversion testing ◆ Develop a data conversion test plan

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Role	Responsibilities
	<ul style="list-style-type: none"> ◆ Review and approve with the State all data conversion test cases, scripts, and results
Business Analysts	<ul style="list-style-type: none"> ◆ Develop specifications required to plan and document phased data conversion and migration data exchange activities and develop external and internal data exchange specifications and test cases ◆ Capture, review, and interpret all data management and legacy business rule requirements ◆ Coordinate the resolution of data architecture and conversion activities with the DMV business user community
Data Conversion Team	<ul style="list-style-type: none"> ◆ Review and develop data schemas ◆ Develop, test, and deploy ETL scripts ◆ Develop data conversion road maps and data translation, transformation, and mapping specifications and test scenarios ◆ Support the entire data management process with database setup, user account setup, and database dumps and loads ◆ Support data conversion by coding and unit testing ETL scripts, external data exchange emulation drivers and stubs, and temporary production internal data exchange ETL transactions and Web services in accordance with data conversion translation, transformation and mapping specifications, and data exchange specifications
Testers	<ul style="list-style-type: none"> ◆ Support the development of the data conversion test plan ◆ Develop data conversion test cases, scripts, and acceptance criteria ◆ Perform source data profiling and testing and perform cleaned source data acceptance testing ◆ Execute phased functional baseline tests and assemble, analyze, and report test findings

Figure A-20. The Contractor’s Resources Required for Data Management (continued)

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3.4 Warranty, Maintenance and Support.

A. Warranty Support. See, Schedule E.

B. Ongoing Skill Building of Connecticut DMV Support Personnel. The Contractor shall provide comprehensive organizational change management and training services to develop awareness, employee buy-in, and skills necessary to support the system. Some of the tools and techniques the Contractor shall leverage include the following:

(1) Job Shadowing. The State help desk personnel shall shadow the Contractor’s support representatives and DMV subject matter experts during the on-site support period.

(2) Quick Reference Cards. The Contractor shall provide quick reference cards that describe specific, common functionality as on-the-job training tools.

(3) CIVLS User Group Forums. There shall be established a CIVLS users’ group that meets periodically to discuss application issues and provide input to the support teams for improvements.

(4) Periodic Debriefing Sessions. The Contractor shall conduct periodic sessions for the State to review specific issues encountered and the manner of resolution. The Contractor shall capture the information and share it through knowledge management methods, such as frequently asked questions. This is a vital part of quality post-implementation support because it enables different physical locations to share information, facilitate learning, and build a comprehensive knowledge base.

The Contractor understands that maximizing customer participation during implementation will enable a smoother hand-off and facilitates rapid customer self-sufficiency in operating the system. Based on the Contractor’s experience implementing motor vehicle solutions it recommends following a transitioned support model. This model enables Connecticut DMV to move through varying levels of support until the State becomes fully self-sufficient. A typical model of transition support includes the following six stages:

(1) Stage 1—Immediately following deployment of CIVLS, the Contractor shall provide full support prior to final System Acceptance.

(2) Stage 2—The State begins performing simple changes and some error correction or events that are not time critical, such as enhancements. The Contractor shall maintain a role of heavy involvement by performing all time-critical support and review. Stage 2 is expected to last approximately 6 weeks.

(3) Stage 3—The State performs all changes, including those that are time-critical, within the new solution environment. The Contractor shall advise on all changes. Stage 3 is expected to last approximately 3 months.

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- (4) Stage 4—The State performs all changes in its own environment, with the review of the Contractor.
- (5) Stage 5— The Contractor shall perform only a selective review.
- (6) Stage 6—The State fully supports CIVLS.

C. Support and Maintenance Staffing. **Figure A-21** describes the support and maintenance staff requirements, roles, and responsibilities.

Role	Responsibilities
Operations and Maintenance Lead	<ul style="list-style-type: none"> ◆ Lead and manage all activities relating to warranty, maintenance, and support ◆ Develop operations and maintenance and transition plans ◆ Review and approve the operations and maintenance support procedures ◆ Oversee all transition activities ◆ Serve as a single point of contact for any operations and maintenance management issues
Development Team Lead	<ul style="list-style-type: none"> ◆ Provide system documentation, advice, and counsel relating to system behavior and configurations ◆ Lead development activities resulting from end user tickets that require development support
Business Analyst	<ul style="list-style-type: none"> ◆ Develop business and functional specifications required to document software development and training updates ◆ Update system documentation relating to the transition phase
Tester	<ul style="list-style-type: none"> ◆ Develop and perform testing required by changes to the Contractor’s CIVLS Solution during warrant, maintenance, and support ◆ Provide test cases, tools, and scripts for future State reuse as part of the support and maintenance process
Help Desk Technician	<ul style="list-style-type: none"> ◆ Answer incoming calls from business and technical end users, record the call with the help desk software, and triage the call to the correct level of support required ◆ Triage, resolve, and escalate issues as required

Figure A-21. The Contractor’s Resources Required for Warranty, Maintenance, and Support

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Solution Requirements Section #	Solution Requirements
<u>5</u> <u>5.1</u> <u>5.1.1</u>	<u>DMV Business Process Requirements</u> <u>Enterprise Level Requirements</u> <u>Enterprise Requirements</u>
<u>5.1.1.1</u>	Integrated Solution: The system shall provide an integrated solution for the regulation of vehicle, regulation of driver and all common business functions.
<u>5.1.1.2</u>	Pre-Process Application: The system shall provide the ability for customers to 'pre-process' electronic applications for service requests through the DMV Website for retrieval when completing the transaction at a DMV location.
<u>5.1.1.3</u>	Lead-Through Processing: The system shall perform transaction using a lead-through processing with on-line help and system prompts to ensure consistency of interaction with the customer.
<u>5.1.1.4</u>	Internal Controls: The solution must provide internal controls to trace all transactions from their source to provide secure, auditable fiscal management capabilities.
<u>5.1.1.5</u>	Source Code: All relevant source code for the software and any modification to the software shall be provided to the DMV as part of installation on the State's hardware by the Contractor.
<u>5.1.1.6</u>	Document Template: The system shall have the ability to accommodate multiple designs or templates that are effective dated.
<u>5.1.1.7</u>	Pending Transactions: The system shall have the ability to 'pend' transactions that do not meet edit or documentation requirements and retrieve 'pending' transactions when a customer requests a service in the future.
<u>5.1.1.8</u>	Undeliverable Mail: The system shall allow for address to be designated as undeliverable – for USPS address as well as email addresses.
<u>5.1.1.9</u>	Validate Address: The system shall provide the ability to validate the new customer address with the 'legal' address on their driver license or ID record
<u>5.1.1.10</u>	Valid Address: The system shall provide the ability to validate that the address is a valid address for the state and location.
<u>5.1.1.11</u>	Electronic Forms: The system shall provide access to the electronic forms via the DMV Website.
<u>5.1.1.12</u>	Output Document Bar Codes: The system shall bar code all outgoing official documents, plates, notices, invitations and letters with the information required to retrieve the associated record(s) for follow-on processing.
<u>5.1.1.13</u>	Multiple Transactions Per Payment: The system shall provide the ability to process multiple transactions (Registration, Title, Lien Fees, etc.) and pass fees and taxes data to 'check out' with one payment transaction.

Solution Requirements Section #	Solution Requirements
5.1.1.14	Multiple Tender Types Per Transaction: The system shall provide the ability to process multiple tender types per payment transaction.
5.1.1.15	Calculate Fees and Taxes: The system shall calculate the fees and taxes due based on transaction type using user-defined fee calculation rules.
5.1.1.16	Allocate Fees: The system shall provide the ability to allocate fees collected to user-defined revenue account tables upon completion of the service transaction.
5.1.1.17	Notes: The system shall provide for the recording of notes associated at the transaction and customer level.
5.1.1.18	Document Capture: The system shall provide for the ability to scan and index documents provided by the customer when performing a DMV related transaction and to retrieve documents by key attributes, e.g. Name, Customer ID, Transaction, Date Range, etc.
5.1.1.19	Verification Checklist: Provide a checklist for all verification checks performed, the status, and the date verified.
5.1.1.20	Searches: The system shall be able to perform searches using partial information in the search fields.
5.1.1.21	Customer Correspondence: The system shall allow a list of correspondence history related to a customer to be displayed and be selected for drill down.
5.1.1.22	Mailing Labels: The system shall create mailing labels in conjunction with notifications and letters that will be mailed.
5.1.1.23	Queuing: The system shall have the ability to interface with a customer queuing system to track service transaction delivery and customer interaction time.
5.1.1.24	Statistics: The system shall provide the ability to capture, report and maintain data to provide Point in Time statistics, e.g. number of vehicles registered by registration type, location; type of plates issued; type of credentials issued, etc.
5.1.1.25	External Inquiries: The system shall provide the ability for other authorized agencies and entities to inquire on DMV information (e.g. Law Enforcement roadside inquiries of vehicle registration, driver status, etc.).
5.1.1.26	Application Processing: The system shall provide the ability to record and process applications through the entire life cycle, e.g. title, registration, title and registration transfers, credentials, endorsements, reinstatement, replacement plates, handicap plates, permits, etc.
5.1.1.27	History: The system shall maintain a history of transactions and components: customer, vehicle, title, liens, registration, credentialing, sanctioning, compliance, plate, etc. that are available for display and printing with proper authority.

Solution Requirements Section #	Solution Requirements
5.1.1.28	Confidential Address: The system shall have the ability to support confidential addresses that cannot be viewed.
5.1.1.29	Suppressed Identify: The system shall have the ability to support customers who, because of the nature of their work, must live and work under an assumed name and must keep their real identity suppressed.
5.1.1.30	Transaction Search: The system shall provide options for Search Criteria which may include one or more of the following combinations: Transaction type (Title, Registration, Renewals, Plate Application, etc); Date; Time, Range; Receipt Number; Type of Payment (check, credit card, cash, etc); Title Number; Vehicle Information; Customer Information; Plate Information; Customer Account Number; Lien Perfection Unique Identifier, etc.)
5.1.1.31	Application Processing: The system shall have the ability to record and track the status of service applications, e.g. title, registration, duplicate title, driver license, endorsements, etc. from initiation through the life cycle of the application: pending, rejected, approved, etc.
5.1.1.32	Notifications: The system shall provide the ability to print and send (through preferred communication method) suspension notifications relating to compliance issues, e.g. emissions, safety inspection violations, driver actions, etc.
5.2	<u>Customer</u>
5.2.1	<u>Create Customer Record</u>
5.2.1.1	Unique Customer Identifier: The system shall automatically assign a unique customer identifier during the process of adding a new customer.
5.2.1.2	Individual Customer Profile: Each individual that conducts business or receives services from DMV has a customer "record" or profile that contains attributes such as, but not limited to: Legal name, alias names, Street Address, Mailing Address, date of birth (DOB), eligibility (e.g. program, military, plate, etc.), exemptions, etc.
5.2.1.3	Business Customer Profile: Each business that conducts business or receives services from DMV has a customer profile. A business customer profile may contain attributes such as, but not limited to: Legal name of the business, a DBA name, one or more location identities, Social Security Number or Federal Employer Identification Number, or other identifiers, Mailing address, Contact information, Type of organization (LLC, corporation, etc.), identification information for owners, officers, partners, exemptions, etc.
5.2.1.4	Data Requirements: The system shall have user defined rules to identify the mandatory data elements based on the function (e.g. driver license, vehicle title and registration, sanctioning).
5.2.1.5	Customer Role: The system shall be able to record the role that a customer has in a transaction, such as owner and lien holder.

Solution Requirements Section #	Solution Requirements
5.2.1.6	Customer Information: The system shall provide the ability to enter detailed information about a customer including preferred methods of communication, general commentary, and alerts.
5.2.1.7	Digital Images: The system shall provide the ability to store and/or associate digital images from the secure DL/ID credentialing system.
5.2.1.8	Supporting Documentation: The system shall provide the ability to capture, store, and associate electronic images of supporting documentation with the customer record.
5.2.1.9	Complex Relationships and Associations: The system shall provide the ability to relate individual customer accounts, customer roles (e.g. Power of Attorney, vehicle owner, business owner, board of directors, etc.) in order to provide a consolidated view of all relationships a customer may have with DMV.
5.2.2	Update Customer Information (Profile)
5.2.2.1	Employee ID: The system shall be able to record and associate the identity of the DMV employee, customer or business partner completing a transaction with the customer record of that transaction.
5.2.2.2	Profile Updates: The system shall provide the ability to change a customer's name, address, etc. at the request of the customer.
5.2.2.3	Customer Notes: The system shall provide the ability to enter detailed notes about a customer including telephone, e-mail, and paper correspondence information.
5.2.2.4	Interfaces: The system shall support interfaces from internal and external sources for the purpose of adding, modifying, or authenticating customer data (e.g. CTJIS, CT Secretary of State, etc.)
5.2.2.5	One-Time Mailing Address: The system shall allow for the use of a one-time mailing address.
5.2.2.6	Merge Customer Records: The system shall allow a customer account to be merged with another (as an alias) customer account to create a single view.
5.2.2.7	Unmerge Customer Records: The system shall allow merged customer accounts to be separated.
5.2.2.8	Audit Trail: The system shall record a complete audit trail of the customer record of transactions, including the identity of the DMV employee completing a transaction.
5.2.2.9	Audit Log: The system shall capture activity logs that identify the type of transaction, user performing the transaction, records accessed, frequency of access, type of access being performed, e.g. creating, updating, printing, viewing, etc.
5.2.2.10	Organ Donor: The system shall have the ability to capture organ donor information.
5.2.2.11	Voter Registration: The system shall have the ability to record voter registration information and transmit to Secretary of State.
5.2.3	Inquire Customer Information

Solution Requirements Section #	Solution Requirements
5.2.3.1	Customer Search: The system shall support searches for customer data elements using access points such as (but not limited to) DL number, plate, title number, birth date, name, business name, DBA, passport #, TIN, SSN, etc.
5.2.3.2	Previous Name Search: The system shall provide the ability to inquire on a customer's previous name(s) and return all records associated with the customer.
5.2.3.3	Soundex Search: The system shall support inquiries/searches for customer records including a "soundex search" capability for customer records that are "close to" the given name and other demographics. ("Soundex" is a phonetic algorithm for indexing names by sound, as pronounced in English.)
5.2.4	Check Customer Compliance
5.2.4.1	Validation Sources: The system shall support the use of state and federal sources to standardize and validate customer information such as business names, individual identities, addresses, SSN, etc. (e.g. CT Secretary of State, AAMVA, SSOLV, PDPS, ICE/SAVE, bio-facial recognition, Real ID Act checks, etc).
5.3	Compliance
5.3.1	Compliance Requirements
5.3.1.1	Compliance information: The system shall provide the ability to record compliance information, e.g. emissions inspection, safety inspection and VIN verification data, insurance, medical reports, etc.
5.3.1.2	Transparency: The system shall provide for transparent compliance checks that are 'hidden' from users and the overall solution and notify the user of the non-compliance status.
5.3.1.3	Customer Compliance: The system shall be able to check customer compliance rules as they relate to the title, credentialing, sanctioning and registration processes and define workflows based on the results
5.3.1.4	Provide Customer Information: The system shall retrieve and display information relating to the customer account status.
5.3.1.5	Compliance Retrieval: The system shall automatically determine which compliance checks are required based on the type of service request, retrieve and verify compliance data without the user re-entering data.
5.3.1.6	Batch and On-Line: The system shall provide the ability to access compliance data in both on-line and batch processes and create notification of compliance violations.
5.3.1.7	Architecture: The compliance module shall be a self-contained combination of data and methods.
5.3.1.8	Standardized Interface: The solution shall provide a standardized interface and implemented as web services to allow use through a single well-defined interface.

Solution Requirements Section #	Solution Requirements
5.3.1.9	Data Model: The compliance module shall have its own subject area data model within the overall solution data model and share common identifiers such as Customer ID, Vehicle Information Number (VIN), etc.
5.3.1.10	Inaccurate Records: The system shall provide the ability to apply edits and reject incomplete or inaccurate records from the data sources providing compliance data.
5.3.1.11	Future Additions: The compliance data model shall provide for ease in adding compliance status for future regulations without requiring modifications to the customer or vehicle portions of the overall solution data model.
5.3.1.12	Business Rules: The system shall provide the ability to define business rules in data tables or in a rules engine that establish and remove or 'clear' the compliance.
5.3.1.13	Business Rule Updates: The system shall provide the ability for authorized users to update business rules.
5.3.1.14	Printing Rules: The system shall provide the ability for compliance status and corrective actions to be printed for the customer.
5.3.1.15	Associate Compliance with Customer: The system shall provide for the association of customer account data with customer specific compliance data using unique customer identifier.
5.3.1.16	Access: The system shall provide the ability to access compliance information directly or through real-time interfaces with external data sources.
5.3.1.17	Stop Transactions: The system shall provide the ability to stop transactions from being completed if compliance violations are found during an on-line or batch process.
5.3.1.18	Supervisory overrides: The system shall provide for supervisory override capability to allow authorized personnel to process a transaction when the system returns a non-compliant status.
5.3.1.19	Real-time Update: The system shall allow users with proper authority to perform a real-time update of any compliance information consistent with business rules defined.
5.3.1.20	Document Update Reason: The system shall require a user performing a real-time update to document the reason for the update and attach scanned supporting documentation.
5.3.1.21	Audit Logging: The system shall log all real-time updates and supervisory overrides to compliance status including user ID, data, time, etc., before and after values.
5.3.1.22	Statistics: the system shall maintain statistics of non-compliance checks for use in operational and management decisions.
5.3.1.23	Emissions Database (EDBMS): The system shall interface with the EDBMS to determine or receive emissions compliance.

Solution Requirements Section #	Solution Requirements
5.3.1.24	Invitation to Renew: The system must read compliance information and generate appropriate notification of non-compliance and corrective action required when creating invitations to renew for both vehicle registrations and drivers licenses.
5.3.1.25	Identifiers: The system shall provide the ability to add external identifiers such as Secretary of State Numbers / Department of Transportation (DOT) Number, etc.
5.3.1.26	Inform Customer of Privilege or Compliance Issues: The system shall make the customer aware of any privilege or compliance issues during interaction with the DMV.
5.3.1.27	Automatic Background Checks: The system shall automatically begin conducting checks with PDPS, CDLIS, and SSOLV with the initiation of an application whether via the web site or by an Agent on-line.
5.4	Vehicle Services: Title and Registration
5.4.1	Title and Registration Common Requirements
5.4.1.1	Owner Retrieval: The system shall provide the ability to identify and retrieve registration and title owner of a vehicle by identifiers such as: Customer ID, Passport ID, Driver License ID, CT ID Card, CT/US DOT #, etc.
5.4.1.2	Title / Registration Owner: The System shall support a titled owner to be different from the registration owner.
5.4.1.3	VIN Validation: The system shall provide the ability to require VIN validation for all transactions.
5.4.1.4	Vehicle Compliance: The system shall provide the ability to perform compliance checks based on vehicle identifiers, e.g. if the vehicle tax is current, there are no outstanding parking tickets, emissions checks are current, insurance is in effect, safety violation, vehicle is not stolen and the registration is not suspended for some reason.
5.4.1.5	Vehicle Searches: The system shall have the ability to search for a vehicle by key attributes including but not limited to: customer name or number, MSO number, fleet number, VIN/HIN, partial name, etc.
5.4.1.6	VIN: The system shall interface with a third-party VIN validation service, such as VINA, to validate the VIN and populate vehicle fields.
5.4.1.7	Vehicle Attributes: The system shall provide the ability to require user defined mandatory information by vehicle type in order to create or update a vehicle record.
5.4.1.8	Replacement VIN: The system shall provide the ability to issue replacement Vehicle Identification Numbers.
5.4.1.9	Variable Length VIN: The system shall provide the ability to accept variable length alphanumeric VIN numbers.
5.4.1.10	Multiple VINS: The system shall provide the ability to capture/display multiple VIN/HIN and designate as primary or secondary.

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5.4.1.11	Fuel Type: The system shall track all fuel types as well as vehicles with multiple fuel types (hybrid vehicles).
5.4.1.12	Vehicle Valuation: The system shall provide the ability to get vehicle valuation data from an external source or to be entered.
5.4.1.13	Vehicle Exemptions: The system shall provide for the ability to set and verify exemptions at the vehicle level.
5.4.1.14	Fleet ID: The system shall provide the ability to associate or remove a vehicle from a Fleet.
5.4.1.15	Vehicle Notes: The system shall provide the ability to enter detailed notes about a vehicle.
5.4.1.16	Marine Vessels: The system shall provide the ability to title and register marines (watercrafts), including boats.
5.4.1.17	Title and Registration Owners: The system shall provide the ability to have a titled owner different from the registration owner.
5.4.1.18	Release of Financial Responsibility: The system shall be able to record the receipt and details of a Release of Financial Liability associated with a vehicle record registered to a person 18 or less years of age.
5.4.1.19	Vehicle Weight / Rating: The system shall provide the ability to track the gross vehicle weight, gross vehicle weight rating and the vehicle light weight.
5.4.1.20	Multiple Titles / Registrations: The system shall provide the ability to support multiple titles and registrations for a vehicle (e.g. Amphibious vehicles will be titled and registered for both land and water usage).
5.4.1.21	Suppressed Titles: The system shall provide the ability to create a title history for vehicles that are classified as 'suppressed' (e.g. the vehicle is owned by someone whose identity is suppressed).
5.4.1.22	Validation Sources: The system shall support the use of state and federal sources to standardize and validate vehicle information (e.g. NMVTIS, DOT, Secretary of State, NCIC, etc).
5.4.2	Title
5.4.3	Process Title Application
5.4.3.1	Process Title Application: The system shall provide the ability to process applications for title services (e.g. new, voluntary and involuntary transfers, cancellations, etc.) and includes requirements common to title and registration – listed above.
5.4.3.2	Title Processing: The system shall provide the ability to issue, store, print and maintain motor vehicle titles.
5.4.3.3	Title Only: The system shall allow the registered or legal owner(s) of a vehicle the option of titling without applying for registration.

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5.4.3.4	Title Mailing Address: The system shall have a mailing indicator that points to which owner address(es) to which the title and renewal bills are to be mailed.
5.4.3.5	Non-Electronic Titles: The system shall be able to process transactions for titles that are not stored electronically, e.g. old paper or purged titles.
5.4.3.6	Title Comments: The system shall allow a title record to have an area for comments to be stored.
5.4.3.7	Duplicate Title: The system shall be able to print and track the issuance of duplicates and reprint titles over the life of the vehicle.
5.4.3.8	Transaction Detail: The system shall capture all title transactions types, the ID of the person performing the transaction, the location, etc. e.g. who and where a title was printed.
5.4.3.9	Title Searches: The system shall provide the capability to search for title, based on key attributes: current and previous owners, customer number, partial customer name, title number, plate number, full or partial VIN, lessee, lessor, lien holder, etc.
5.4.3.10	Certificate of Search: The system shall have the ability to generate a 'Certificate of Search' showing the title history.
5.4.3.11	Application Status: The system shall provide the ability to inquire on title and title application status.
5.4.3.12	ELT Interface: The system shall be able to send and receive messages of errors in title information to/from ELT providers and place inbound error message into a work queue for a user to review.
5.4.3.13	NMVTIS Interface: The system shall allow secured inquiry access to the VIN pointer, brand, and MCO files through NMVTIS interface.
5.4.3.14	Out of State Title: The system shall capture the Out-of-State Title Number and State abbreviation.
5.4.3.15	Jurisdiction Code: The system shall be able to accept and change the jurisdiction code information received from the zip code to automatically populate the tax jurisdiction code when an address is entered.
5.4.3.16	Title Status: The system shall provide the ability to check the status of the title when processing a title, vehicle or registration transaction and suspend the transaction based on business rules.
5.4.3.17	Title Owners: The system shall allow an unlimited number of owners on a title.
5.4.3.18	Seller Information: The system shall provide the ability to capture seller information (dealer / private seller) as well as date of purchase, purchase price, trade-in amount, etc.
5.4.3.19	Sales Tax Exempt: The system shall be able to differentiate vehicles by sales tax exempt status and use that information when assessing charges.

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5.4.3.20	Sales Tax Basis: The system must be able to determine sales tax based on valuation. Valuation is determined based on numerous things including, but not limited to method of sale (dealer or not), trade in, year, and type of vehicle.
5.4.4	<u>Validate Customer / Documentation</u>
5.4.4.1	Compliance Checks: The system shall be able to provide customer compliance checks for title transactions as defined by business rules.
5.4.5	<u>Validate Vehicle Compliance</u>
5.4.5.1	Vehicle Compliance: The system shall be able to check vehicle compliance rules as they relate to the title process.
5.4.6	<u>Record Vehicle Brands</u>
5.4.6.1	Interface: The system shall interface with insurance companies to receive notification of total loss as an electronic file.
5.4.6.2	Salvage: The system shall be able to record a salvage transaction against a vehicle record that includes a complete vehicle description, name and address of owner and any lien holder, issue date and time, any title brands, user comments, User ID, and name of insurance company submitting the salvage request.
5.4.6.3	Brand History: The system shall maintain brand history associated with the title including brand and
5.4.6.4	Bonded Titles: The system shall provide for bonded titles, e.g. record the receipt of the bond, bond amounts, name of surety, name of the principle, etc. and titles that are subsequently issued, etc.
5.4.6.5	Remove Brand: The system shall provide for the removal of brands recorded in error by an authorized user.
5.4.6.6	Standard Brand Designations: The system shall use standard brand designations.
5.4.7	<u>Record/Release Security Interest (Lien)</u>
5.4.7.1	Select Lien Holder: The system shall be able to select Lien Holder information from a list of common lien holders when entering a lien holder onto a vehicle record.
5.4.7.2	Maintain Lien Holder List: The system shall provide the ability to maintain a list of common lien holders to be selected from when recording a lien.
5.4.7.3	Record Lien: The system shall be able to record a new lien on a vehicle title record.
5.4.7.4	Release Lien: The system shall record a lien release for a vehicle using the unique lien identifier.
5.4.7.5	Multiple Lien holders: The system shall be able to accept and record information for more than one lien holder.

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5.4.7.6	Self-Service Lien Holder: The system shall provide the ability for pre-approved lien holders to do electronic lien extensions, transmit lien releases, and view lien information as warranted.
5.4.7.7	Inquiry: The system shall provide inquiry capability for lien holder information associated with customers by Lien holder Name, Lien holder I.D., and Lien holder Address.
5.4.7.8	Promote Secondary Lien: The system shall allow a secondary lien to be promoted to primary when the primary lien is removed or released.
5.4.8	<u>Issue Title</u>
5.4.8.1	NMVTIS Standards: The system shall be compliant with NMVTIS interface standards.
5.4.8.2	Title Receipt: The system shall generate an application for title document (with status) as a receipt to customers and have the ability to reprint.
5.4.8.3	Title Print / Reprint: The system shall have the ability to print a "no-fee" new, revised, or duplicate title.
5.4.8.4	Title Formats: The system shall provide for information formats to be in accordance with the Universal Title layout recommended by the American Association of Motor Vehicle Administrators (AAMVA) and the National Highway Traffic Safety Administration (NHTSA).
5.4.8.5	New Title Number: The system shall have the ability to generate a new unique title number for user designated service transactions.
5.4.8.6	Electronic or Paper Title: The system shall allow the options of issuing a paper title or maintaining an electronic title.
5.4.8.7	Inventory Control Number: The system shall capture the inventory control number when issuing a title.
5.4.8.8	Brand Designators: The system shall be able to print a user-defined number of brand designations on a title.
5.4.8.9	Print Title: The system shall provide for the printing of titles 'on demand' at authorized locations and in a batch mode.
5.4.9	<u>Maintain Title Information / Status</u>
5.4.9.1	Duplicate Title Iterations: The system shall track iterations of duplicate titles (such as duplicate number one, duplicate number two, and so on).
5.4.9.2	Title Corrections: The system shall have the ability to issue a 'corrected' title, e.g. correct lien information, correct erroneous title information, etc.
5.4.9.3	Electronic Title Status: The system shall be able to change the status of a single or multiple titles from paper to electronic upon receipt of an electronic notification from the lien holder, and shall send a confirmation to the service provider upon conversion of the status.
5.4.9.4	Interface: The system shall provide the ability to send title surrenders to NMVTIS electronically.

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5.4.9.5	Title Status: The system shall maintain a "Title Status" (e.g. Active, Assigned, Cancelled, Duplicate, Surrendered, Stop Bond, Withdrawn, Revoked).
5.4.9.6	Dealer Assignments: The system shall provide the ability for multiple dealer assignments, not just the selling dealer (chain of ownership).
5.4.10	<u>Transfer Title</u>
5.4.10.1	Notice of Sale: The system shall be able to notify the owner and any lien holders, when a request for lien sale is received from vehicle repossession action.
5.4.10.2	Transfer Reasons: The system shall maintain a list of transfer reasons (voluntary and involuntary) and allow the title agent to select a transfer reason.
5.4.10.3	Transfer Rejection Reasons: The system shall allow for a DMV user with proper authority to maintain a table of approved transfer rejection reasons.
5.4.11	<u>Registration</u>
5.4.12	<u>Process Registration Application</u>
5.4.12.1	Vehicle Class / Sub-class: The system shall be able to set and update registration class / sub-class based on information provided about the vehicle usage and body type.
5.4.12.2	Process Registration Application: The system shall provide the ability to process applications for registration services (e.g. new, temporary, vehicle transfers, renewals, plate transfers, class transfers, etc.) and includes requirements common to title and registration.
5.4.13	<u>Validate Customer / Documentation</u>
5.4.13.1	Customer Compliance: The system shall be able to check customer compliance rules as they relate to the registration process.
5.4.13.2	Registration Address: The system shall provide the ability to designate and validate an address where the vehicle is domiciled for tax calculation purposes.
5.4.13.3	Registration Mailing Address: The system shall be able to designate addresses for specific purposes, e.g. renewal mail billing, plate delivery, etc.
5.4.13.4	Registration Owner Address: The system shall be able to determine the mailing address for the registration owner (e.g. lessee) when the vehicle is under lease.
5.4.13.5	Registration Address Updates: The system shall allow the housed or registration address for the vehicle to be updated.
5.4.14	<u>Validate Vehicle Compliance</u>
5.4.14.1	Vehicle Compliance: The system shall be able to check vehicle compliance rules as they relate to the registration process.
5.4.15	<u>Select Plate</u>

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5.4.15.1	Valid Vanity Plate Characters: The system shall provide the ability to maintain a list of characters that are unavailable either because they are currently assigned or they have been deemed inappropriate.
5.4.15.2	Number of Plate Characters: The system shall allow for eight (8) or more plate characters.
5.4.15.3	Plate Image: The system shall record the plate image - including alpha-numeric separator characters to be able to reproduce the plate as issued (e.g. DR.JOE).
5.4.15.4	Unique Plate Characters: The system shall be able to check for unique plate characters without separator alphanumeric character (e.g. DR.JOE will be evaluated as unique plate characters DRJOE) by class / sub-class.
5.4.15.5	Multiple Active Plate: The system shall be able to assign two or more active plates to a vehicle registration.
5.4.15.6	Preview Plate: The system shall allow the customer to choose the characters on any plate background to preview the finished product before applying.
5.4.15.7	Plate History: The system shall maintain plate history.
5.4.15.8	Vanity Plate Background; The system shall have the ability to define valid options for vanity plate characters by plate background.
5.4.15.9	Reserve Vanity Plate Characters: The system shall reserve vanity plate characters.
5.4.15.10	Plate Eligibility: The system shall support eligibility requirements by plate backgrounds.
5.4.15.11	Assign Plate: The system shall automatically assign the next sequential plate number out of the registrar's inventory of the plate type selected.
5.4.15.12	Plate Orders Via Website: The system shall be able to accept and process, Special Interest, Special Program, Vanity and sample plate application/requests via the DMV web site.
5.4.16	<u>Complete Registration</u>
5.4.16.1	Expiration Period: The system shall provide the ability to set registration and plate expiration periods by class / sub-class.
5.4.16.2	Temporary and Permanent Registration: The system shall provide the ability to identify that the Registration is temporary or permanent.
5.4.16.3	Registration Status: The system shall provide the ability to track the status of the Temporary and Permanent Registrations.
5.4.16.4	Registration Only: The system shall provide the ability to register a vehicle without titling in the state of CT (e.g. marine vessels).
5.4.16.5	Point of Sale Printing: The system shall provide the ability to print a Decal or Sticker at time of sale.
5.4.16.6	Stickers: The system shall support the issuance of month and year Stickers for motor vehicles. Sticker number shall be unique and related to plate number.

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5.4.16.7	Registration Receipt: The system shall print registration receipt (card) and allow for a reprint on request for registration receipt.
5.4.16.8	Plate Order: The system shall complete the registration and electronically order the vanity or special interest plate from the Cheshire Production Facility.
5.4.17	<u>Renew Vehicle Registration</u>
5.4.17.1	Renewal Invitations: The system shall provide the ability to automatically generate bar coded invitations to renew based on registration expiration period.
5.4.17.2	Renewal Messages: The system shall have the ability to print custom and compliance messages on the invitation to renew.
5.4.17.3	Internet Renewals: The system shall provide the ability to route internet renewals to a centralized DMV location for printing and mailing the stickers and registration receipt.
5.4.18	<u>Transfer Vehicle (Plate)</u>
5.4.18.1	Plate Transfer: The system shall provide the ability to transfer an existing plate and remaining equity to another vehicle.
5.4.19	<u>Replace Registration/Plates/Decals</u>
5.4.19.1	Plate Replacement: The system shall support replacement of all or specific plate types based on user defined selection criteria.
5.5	<u>Driver Services: Credentialing and Sanctioning</u>
5.5.1	<u>Credentialing</u>
5.5.2	<u>Request Service / Apply for Credential</u>
5.5.2.1	Authentication and Verification: The system performs authentication and verification steps using existing and future external systems such as SSOLV, PDPS, NCIC, etc.
5.5.2.2	Credentials: The system shall provide the ability to process applications and issue credentials for the following types: non-driver identification, non-commercial, commercial, learner's permit, motorcycle, endorsements, etc.
5.5.2.3	Checklists: The system shall provide the current checklist of documents that the customer is required to provide based on the type of service request.
5.5.2.4	Proofing Workstations: The system shall support the use of Proofing Workstations to authenticate passports and out-of-state licenses.
5.5.2.5	Bio-facial Matching: The system shall interface with the current bio-facial technology used by the DMV.
5.5.2.6	Background Checks: The system shall initiate appropriate background, criminal and security checks depending on the type of customer (e.g., non-U.S. citizen) and the type of credential/endorsement they seek to obtain (e.g., CDL license).

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5.5.2.7	Real ID Compliance: the system shall support the Real ID credentialing guidelines.
5.5.2.8	Alert for Possible Fraud: The system shall provide the ability to suggest possible fraud situations based on information received and background and internal checks performed (e.g. multiple credentials for the same person, etc.).
5.5.2.9	Federal Compliance: System must comply with all applicable federal (e.g. CDL, NDR, Real ID Act), compact (DLA/DLC- one license one person/surrender of Out of State license), and state laws.
5.5.2.10	Out of State Surrender: Receive and electronically record out-of-state license surrender and transmit to former JOR (Jurisdiction of Record).
5.5.2.11	In-State Surrender: Receive and electronically record/transmit the surrender of a CT license from a new JOR (Jurisdiction of Record).
5.5.3	<u>Schedule and Administer Tests</u>
5.5.3.1	Schedule Testing: The system shall provide the ability for DMV users or customers to schedule vision, written, and skills test appointments that are conducted at DMV locations.
5.5.3.2	Test Results: The system shall provide the ability to electronically accept and record test results provided by a third party vendor.
5.5.3.3	Interface: The system shall provide the ability to interface with the vision and written test stations to record the results on the customer's credential record.
5.5.3.4	Skills Test Interface: The system shall provide the ability for testing agents to enter the results of skills tests through a mobile device.
5.5.3.5	Test History: The system shall provide the ability to capture a history of test results.
5.5.4	<u>Issue Credential</u>
5.5.4.1	Temporary and Permanent Credentials: The system shall support the issuance of both permanent and temporary credentials.
5.5.4.2	Issue Credentials: The system shall have the ability to issue applicable classifications, endorsements, restrictions, NDID).
5.5.4.3	Update Credential: The system shall provide the ability to update and maintain history of credential information and status e.g., duplicate, modify name/address, photo update, upgrade/downgrade, surrender, and expire.
5.5.4.4	Set Effective Dates: The system shall calculate the inception and expiration dates based on business rules.
5.5.4.5	Interface: The system shall interface with the assembly equipment to produce the credential.
5.5.4.6	Delivery Method: The system shall provide the ability to record the delivery method, e.g. central issuance, given to the customer or mailing address, if mailed, etc.

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<u>5.5.5</u>	<u>Renew Credential</u>
<u>5.5.5.1</u>	Renewal Invitations: The system shall provide the ability to automatically generate bar coded invitations to renew based on credential expiration period.
<u>5.5.5.2</u>	Renewal Messages: The system shall have the ability to print custom and compliance messages on the invitation to renew.
<u>5.5.5.3</u>	Internet Renewals: The system shall provide the ability to route internet renewals to a centralized DMV location for printing and mailing the credentials.
<u>5.5.5.4</u>	Renewal Delivery Channels: The system shall provide the ability to renew credentials through various delivery channels, including the capability of central issuance for any or all credentials through a centralized DMV facility based on business rules: DMV Branch Office, DMV website, Business Partner location, mail-in, IVR, Customer Phone Center.
<u>5.5.6</u>	<u>Sanctioning</u>
<u>5.5.7</u>	<u>Process Driver Control Action Request</u>
<u>5.5.7.1</u>	Interface: The system shall support the receiving of electronic feeds from in-state and out-of-state courts, CIDRIS, CDLIS, NDR/PDPS, DSS, DCF and Third Party program providers (e.g. IID, Driver Retraining Schools, Child Safety Schools, etc.).
<u>5.5.7.2</u>	Receive Paper Updates: The system shall support the receiving and scanning of all OCR and non-OCR forms and correspondence.
<u>5.5.7.3</u>	Process Action Requests: The system shall provide the ability to process driver action requests such as: convictions, report-based offenses, expunge or rescind a court order, court affidavits, reinstatement requests, and results of a hearing or appeal.
<u>5.5.7.4</u>	Auto Adjudication: The system shall support the auto-adjudication of all action requests, e.g., record/amend the conviction or request, violation/ACD code, evaluating the request in the context of prior history and current status and taking the appropriate action (suspending the license, restoring license, generate relevant correspondence).
<u>5.5.7.5</u>	Record Requests: The system shall have the ability to record and associate action requests with the customer record.
<u>5.5.7.6</u>	Alerts: The system shall provide the ability to send an alert to a Driver Control work queue for those requests that are not configured to auto-adjudicate or are too complex.
<u>5.5.7.7</u>	Out of State Drivers: The system shall provide the ability to create a customer record if the offender is from another jurisdiction and notify the licensing jurisdiction.
<u>5.5.7.8</u>	Request for Hearing or Appeal: The system shall provide the ability to record and track hearing requests and record the results.

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5.5.7.9	Configurable CT violation/ACD Rules: The system shall provide the ability to configure rules relating to violation/ACD codes relationship for generating the sanction, re-instatement requirements and reportability (PDPS, CDLIS, MCSIA, etc) for commercial and non-commercial driving privileges.
5.5.7.10	Federal Mandates: The system must comply with the requirements of all applicable federal (e.g. CDL/MCSIA, National Driver Registry), Compacts (i.e. DLC/DLA, NRVC), and state laws for sanctioning.
5.5.7.11	Driver History Views: The system shall support the ability to produce and process internal and external driving history views based on agency rules.
5.5.7.12	Plain English: The system shall be capable of producing driver history communications in plain english, e.g. including interpretation of codes into meaningful statements that are easily understood by the driver, etc.
5.5.8	<u>Withdraw Driving Privilege</u>
5.5.8.1	Notification – Withdrawal: The system shall provide the ability to automatically generate a notice (of immediate or pending action) to the driver and appropriate external entities (PDPS, CDLIS, employers, etc.) as appropriate.
5.5.8.2	Actionable Offense: The system or Driver Control Agent shall use business rules established for violation/conviction/ACD codes, driver history, current suspension, etc. and determine whether there shall be a restriction, suspension, revocation, disqualification or cancellation applied to the driving privilege.
5.5.8.3	Driver History: The system shall provide the ability to establish rules to automatically evaluate the current action in the context of other control actions recorded on the driver record and notify or alert.
5.5.8.4	Monitor Compliance - Withdrawal: The system shall support the continual monitoring of the driver record for compliance issues (e.g. ORP, SATP, IID, Work Permit, Medical Qualifications, High Points, 4 Speeding Violations, 4 Unsafe moving Violations, etc) and take appropriate action for failure to comply.
5.5.9	<u>Establish Re-instatement Criteria</u>
5.5.9.1	Re-instatement Criteria: The system shall provide the ability to automatically establish the driving privilege re-instatement criteria based on user defined rules relating to the suspension code and driver
5.5.9.2	Related Criteria: The system sets the suspension duration along with other criteria, e.g. notification of insurance, pay re-instatement fee, attend driver school, attend safety school, etc. in compliance with state and federal laws.
5.5.10	<u>Reinstate Driving Privilege</u>

Solution Requirements Section #	Solution Requirements
5.5.10.1	Expunge Records: The system shall provide for the ability to expunge records as required by court orders.
5.5.10.2	Rescind Court Order: The system shall provide to the ability to rescind a conviction.
5.5.10.3	Monitor Compliance – Reinstatement: The system shall support the continual monitoring of the driver record, record re-instatement requirements completion and initiate a restoration workflow when all requirements are met.
5.5.10.4	Notification – Re-instatement: The system shall provide the ability to automatically generate a notice to the driver and other parties (PDPS, CDLIS, etc) of the restoration of their driving privileges.
5.6 5.6.1 5.6.2 5.6.3 5.6.4	Permits Flashing Light / Siren Permit Handicap Placard/Tinted Window Permit Privilege Permits Permit Requirements
5.6.4.1	Multiple Types of Permits: The system shall have the ability to issue, track, report, and maintain data pertaining to multiple types of permits both at the customer and the vehicle level.
5.6.4.2	Permit Fees: The system shall assess the proper permit fees.
5.6.4.3	Searching Permit Information: The system shall provide the ability to retrieve requested temporary permit information using search criteria such as owner names, lessee names, VIN, permit number, and barcode.
5.6.4.4	Permanent Permits: The system shall have the ability to issue and track permanently disabled person placards.
5.6.4.5	Temporary Permits: The system shall have the ability to issue and track temporarily disabled person placards.
5.6.4.6	Organizations Qualifying for Permanent Disabled Person Placards: The system shall track organizations that qualify for permanent disabled person placards.
5.6.4.7	Permit / Placard Renewal Notices: The system shall generate renewal notices for permits and placards.
5.6.4.8	External Agency Permits: The system shall provide the ability to track permit information issued by other agencies.
5.6.4.9	Handicap Permit Certification: The system shall provide for a Health Care Provider to certify handicapped eligibility via the DMV web site through their account.
5.7 5.7.1	Fiscal Management Cash Management

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5.7.1.1	Calculate Fees and Taxes: The system shall calculate the fees and taxes due, depending on the service or product transaction type, service delivered, vehicle class/sub-codes, and sales tax (for original registration only), etc.
5.7.1.2	Payment Verification: The system shall provide the ability to perform payment verification for debit, credit and cash cards.
5.7.1.3	Collect Payment: The system shall post financial entries for collected payments and allow for multiple tender types per payment transaction and multiple service transactions per payment transaction.
5.7.1.4	Reconcile Cash Drawer and Prepare Office Deposit: The system shall support the cash drawer reconciliation process and the preparation of a combined office deposit.
5.7.1.5	Submit ACH Batch Transfer and Process ACH Notification: The system shall support the accumulation of transactions for submission to a Clearinghouse for collection and transfer to the State Treasury, and receive electronic notice of settlement from the ACH Clearinghouse.
5.7.2	<u>Reconciliation</u>
5.7.2.1	Reconcile Cash Drawer: The system shall support the reconciliation of all tender types in the cash drawer to the transactions completed.
5.7.2.2	Reconcile Office: The system shall support the reconciliation of all tender types for all cash drawers in the Office to the transactions completed at that Office.
5.7.2.3	Reconcile Revenue: The system shall support the reconciliation of the aggregated DMV-wide view of recorded service transaction counts with the fees collected from all sources and recorded at all DMV "points of sale".
5.7.2.4	Reconcile Bank Accounts: The system shall support the daily/monthly reconciliation of DMV recorded service transactions with bank deposits and credit/debit card settlements.
5.7.3	<u>Adjustments</u>
5.7.3.1	Create Revenue Adjustments: The system shall support the creation of revenue adjustments for financial, bank, and system transactions at the customer and summary level.
5.7.3.2	Reclassify Funds: The system shall support the reclassification of funds and the creation of necessary revenue accounting entries to credit revenue accounts and debit liability accounts in order to maintain a correct customer account balance.
5.7.3.3	Accounts Receivable: The system shall provide the ability to interface with an automated accounts receivable function to run the statements for a defined period of time.
5.7.3.4	Refunds: The system shall provide the ability to reject refund requests.
5.7.4	<u>Revenue Distribution</u>

Solution Requirements Section #	Solution Requirements
5.7.4.1	Create Revenue Distribution (Trial Balance): The system shall support the summarization and reporting of DMV fund-level financial activity to the State Treasurer and Comptroller through the State-wide Accounting system (CoreCT).
5.7.4.2	Special Interest and Program Plate: The system shall track the organizational plates issued, process collections of fees and automatically distribute funds to proper accounts.
5.8 5.8.1 5.8.2 5.8.3 5.8.4 5.8.5 5.8.6	License and Manage Regulated Businesses Business Entity Submits Application Collect Fees DMV Processes / Completes Application Manage Complaints and Compliance Issues Self-Managed Business Account Requirements
5.8.6.1	License Non-Compliance: Dealers or other regulated entities may not be able to renew their license due to auditing information or performance issues affecting their compliance status.
5.8.6.2	Workflow: The system shall provide the ability to defined workflow processes to manage one or more complaint cases.
5.8.6.3	Case Management: The system shall provide case management and workflow ability.
5.8.6.4	Associate Cases: The system shall provide the ability to associate cases that are of a related nature.
5.9 5.9.1	Business Partner Services Business Partner Requirements
5.9.1.1	Audit Criteria: The system shall verify auditing information from predefined sources during the renewal process.
5.9.1.2	Non-Compliance: The system shall prevent Dealers or other regulated entities who are non-compliant and no longer have a valid license from processing DMV transactions.
5.9.1.3	Fee Collection with Mobile Device: The system shall provide inspectors with the ability to collect fees using a mobile device.
5.9.1.4	Print Certificate/License: The system shall allow the regulated entity to access the DMV website to print their certificate/license/contract if all requirements are met and fees paid.
5.9.1.5	Partner Renewal Notices: The system shall provide the capability to automatically send business partners renewals and late alerts/notices.
5.9.1.6	Internet Renewals: The system shall provide the ability for business partners to renew through the DMV website.
6	DMV Business Support Processes Requirements

Solution Requirements Section #	Solution Requirements
<u>6.1</u>	<u>Records Management</u>
<u>6.1.1</u>	<u>Records Management Requirements</u>
<u>6.1.1.1</u>	Track and Store Records: The system must provide the ability to track and store records.
<u>6.1.1.2</u>	Capture Requestor Information: The systems shall capture the requestor of information and report on access by person, frequency, customer record requested, etc.
<u>6.1.1.3</u>	Record Properties: The system shall provide the ability to identify properties of records that enables a classification of a record for purposes of assigning a retention period.
<u>6.1.1.4</u>	Record Entry: The system shall provide for the entry of records by an authorized records management group or through auditable batch processing.
<u>6.1.1.5</u>	Record Edits: The system shall provide for the editing and validation of data through online and batch processes to assure validity.
<u>6.1.1.6</u>	Record Retrieval: The system shall provide for the retrieval of records for the life of the records (e.g. maintain human readable format).
<u>6.1.1.7</u>	E-Mail Records: The system shall support the capturing of records that identify e-mail transmission of information, e.g. the sending of renewal notices to an e-mail address as requested by the customer.
<u>6.1.1.8</u>	Electronic Signatures: The system shall support the capturing of electronic signatures and utilize the record in the processing of the DMV business functions.
<u>6.1.1.9</u>	Retention Period: The system shall track the retention period for each type of document.
<u>6.1.1.10</u>	Data Purge Approval: The system shall provide a listing of records that are scheduled to be purged and require authorized user to approve the purge before proceeding with the actual purge.
<u>6.1.1.11</u>	Automated Purge Process: The system shall provide records approved for purge to be purged via an automated process based on the retention periods set in the system.
<u>6.1.1.12</u>	Retrieval of Archived Records: The system shall provide for transparent retrieval of archived records.
<u>6.1.1.13</u>	Capture Electronic Images: DMV and Business Partner locations must be able to electronically capture images of documents to be stored as an accessible part of a customer's record.
<u>6.1.1.14</u>	Image Encryption: All images electronically transmitted via external or public networks must be secure and encrypted.
<u>6.1.1.15</u>	Audit Logs: Any creation and/or retrieval of images by DMV, customers or Business Partners must be tracked in an audit trail.
<u>6.1.1.16</u>	Authenticate Requestor: The system shall provide the ability to authenticate an information requestor's license or other identifying credential that substantiates their authority to receive requested information.
<u>6.1.1.17</u>	Title Copy Records: The system shall provide the ability to provide official copies of title documents and record information regarding the request, e.g. requestor, date, time, delivery method, etc.

Solution Requirements Section #	Solution Requirements
<u>6.2</u>	<u>Inventory Control</u>
<u>6.2.1</u>	<u>Inventory Management</u>
<u>6.2.1.1</u>	Inventory Control: The system shall maintain the inventory of all controlled, serialized items used by the DMV including, but not limited to plates, title document stock, window/plate stickers, handicap placards, drivers license/ID, etc.
<u>6.2.1.2</u>	Integrated Inventory Management: The inventory management capability shall be fully integrated with system components that perform DMV transactions (e.g. issue registrations, titles, licenses, etc.), able to track specific inventory items available for issuance, and receive information about reductions of inventory levels for specific items that are issued or used in DMV transactions.
<u>6.2.1.3</u>	Inventory Tracking: The system shall track inventory levels and usage of all controlled items located at multiple locations.
<u>6.2.1.4</u>	Inventory Items: The system shall support the addition and definition of controlled inventory items and item types.
<u>6.2.1.5</u>	Inventory Locations: The system shall support the addition and definition of locations for inventory to be stored or distributed.
<u>6.2.1.6</u>	Inventory Order Points: The system shall support maintenance of inventory item order points (minimum and maximum inventory levels) for each defined inventory item at each location.
<u>6.2.1.7</u>	Inventory Levels: The system shall provide the ability for authorized users to manually enter actual inventory levels for inventory items at DMV locations.
<u>6.2.1.8</u>	Auto Reorder: The system shall automatically generate orders/reorders for any inventory item that falls below its minimum inventory level.
<u>6.2.1.9</u>	Order Notification: The system shall be able to automatically notify the plate vendor of a plate order and other designated personnel.
<u>6.2.1.10</u>	Inventory Management: The system shall be capable of notifying designated personnel at DMV locations when replenishment is needed.
<u>6.2.1.11</u>	Order Processing: The system shall allow an operator with appropriate access to order controlled items.
<u>6.2.1.12</u>	Maximum Order Limit: The system shall prevent entry of orders/reorders that would increase the inventory level of any inventory item over its maximum level.
<u>6.2.1.13</u>	Transfer Inventory Items: The system shall provide the ability for authorized users to transfer inventory items between locations.
<u>6.2.1.14</u>	Order Processing: The system shall capture information about each order (inventory item type, quantity, operator, location, order number) and allow for operator "receipt" of the order when it arrives at their location.

Solution Requirements Section #	Solution Requirements
6.2.1.15	Inventory Order Receipt: The system shall allow for an operator to "receipt" an order when it arrives at their location.
6.2.1.16	Inventory Reporting: The system shall provide the ability to track and report on inventory items associated with DMV transactions including license plates, registration stickers, titles, handicap placards, etc.
6.2.1.17	Inventory Overrides: The system shall provide the ability for authorized users to override and modify existing values including inventory item reorder/restocking levels, and inventory item orders/reorders.
6.2.1.18	Inventory Bar Codes: The system shall support the use of machine readable technology (e.g. bar code) readers to enter and identify inventory items in inventory at a location (e.g. plates, etc.).
6.2.1.19	Audit Trails: The system shall provide audit trails (user, date/time of change, data changed) for all changes to data and inventory levels.
6.2.1.20	Inventory Suppliers: The system shall interface with the (web-based) automated inventory control system of the DMV-authorized supplier of drivers license/ID controlled stock in order to maintain accurate inventory data.
6.2.1.21	Inventory Interface: The system shall interface with a vendor-provided unit which reads pre-serialized controlled stock for driver licenses/IDs and verifies inventory levels on hand at DMV licensing locations.
6.3 6.3.1 6.3.2 6.3.3 6.3.4 6.3.5	Audits The Process The Referral Phase Audit Phase Audit Resolution Phase Requirements
6.3.5.1	Mobile Devices: The system shall allow Auditors and investigators to use mobile devices to conduct site inspections and audits.
6.3.5.2	Capture BPA Specifics: The system shall provide the ability to capture specifics of a BPA to enable the automated selection of possible audit candidates.
6.3.5.3	Audit Workflow: The system shall provide the ability to configure workflow to support the DMV audit plan – workload balancing, selection of audit candidates, etc.
6.3.5.4	Audit Logs: The system shall maintain detailed audit logs when any form of tender is received, disbursed or refunded or any controlled stock is issued.
6.3.5.5	Automated Audit Selection: The system shall have the ability to create automated audit selection routines.

Solution Requirements Section #	Solution Requirements
6.3.5.6	Monitor Revenue Collection: The system shall provide the capability to monitor revenue collection and transaction details for DMV's business partners and internal staff.
6.3.5.7	Audit History: The system shall track the date that each business partner or DMV location was last audited and provide authorized users a view of this data.
6.3.5.8	Schedule Re-Audit: The system shall provide the ability to schedule re-audits based on the results of previous audits.
6.3.5.9	Audit Life Cycle: The system shall provide the ability for the user to initiate, extend, or terminate an audit.
6.3.5.10	Audit Action Reasons: The system shall require recording of the reason for the audit action being taken.
6.3.5.11	Audit Requirement List: The system shall provide user defined list from which audit requirements can be elected for an individual audit
6.3.5.12	Update Audit Requirement List: The system shall provide a user screen from which requirements can be added, modified, or deleted from the list.
6.3.5.13	Manual Audit Selection: The system shall support initiating an audit on a parent company, DBA, or specific dealer site.
6.3.5.14	Business Intelligence: The system shall provide the ability to export information into a Business Intelligence facility to enable trend analysis and auditing capabilities.
6.3.5.15	Case Management: The system shall provide Case Management capabilities to manage audit workload, audit activities and detailed tracking of case plan steps.
6.3.5.16	Case Plans: The system shall provide the ability to define standardized case plans/work papers and track the activities.
6.3.5.17	Audit Information Requestors: The system shall provide the ability to evaluate, audit and manage information requestors.
6.3.5.18	Query and Access Logging: The system shall provide query and access logging – for both internal and external requestors including the information and image requested and provided –both single and batch queries.
6.3.5.19	Alert Triggers: The system shall provide a tracking mechanism and alert triggers to support covert and other audit procedures.
6.3.5.20	Automatic Assignment of Case: The system shall allow the ability for workflow functionality to automatically assign an auditor based on availability.
6.3.5.21	Audit Logs: The system shall maintain an audit trail of all transactions including inquiries for pre-determined records, performed by contracted third parties.

Solution Requirements Section #	Solution Requirements
6.3.5.22	Workflow: The system shall provide workflow capabilities that will provide routing and queuing of business partner compliance issues and audit assignments to defined compliance analysts.
6.3.5.23	Audit Report: The system shall provide the ability to provide reports to support audit activities.
6.3.5.24	Image Audit Reports: The system shall provide the ability to image audit reports and associate them with a customer, clerk/examiner or contract office record.
6.3.5.25	Digital Pictures: The system shall support the ability to upload digital pictures and associate virtual tours or pictures of a business partner facility.
6.4 6.4.1 6.4.2 6.4.3 6.4.4 6.4.5 6.4.6	Hearing and Appeals Hearing or Appeal Request Hearing Preparation and Scheduling Hearing Re-Hearing Appeal Hearing and Appeals Requirements
6.4.6.1	Scheduling: A scheduling system that includes the following: Master calendar that can schedule cases by next available date/time or by type of case.
6.4.6.2	Alerts: The system shall provide the ability to send alerts that can keep Hearing staff abreast of impending hearings, distribute results to relevant DMV units, receive requests from other DMV units.
6.4.6.3	Search capabilities: The system shall provide users with the ability to search for information (by date, case, by attorney, by hearing location, etc).
6.4.6.4	Report Generation Capabilities: The system shall have the ability to track and report statistical information (such as traffic volumes) and basic management data.
6.4.6.5	Audio Record: The system shall have the ability to electronically the hearing.
6.4.6.6	Hearing and Appeals Processing: The system shall have the ability to manage appeals, stayed hearing pending, stay orders and petitions for review.
6.4.6.7	Hearing Workflows: The system shall provide the ability to configure unlimited number of hearing and appeals workflows.
6.4.6.8	Appeals Summary by Sanction: The system shall be able to show a summary of all appeals by sanction.
6.4.6.9	Appeal Details: The system shall allow a drill-down into the details for each appeal.
6.4.6.10	Associate Documents: The system shall have the ability to associate relevant documents with the case.
6.4.6.11	Capture and Apply Appeal Results: The system shall have the ability to capture information about the results of any appeal (regardless of level) and apply the decision to the appealed sanction.

Solution Requirements Section #	Solution Requirements
6.4.6.12	Appeal Results: When processing the appeal result, the system must automatically reinstate a stayed sanction; rescind a sanction; or rescind the sanction, but apply other restrictions.
6.4.6.13	Appeal Management: Appeal Management is rule-driven and shall track which sanctions allow appeals and which sanctions can be stayed. It also tracks the progress of a sanction through the various appeal types and levels.
6.4.6.14	Appeal Scheduling: The system shall provide the ability to schedule or docket appeals in a calendar or the system shall provide an interface with an outside application to schedule appeals.
6.5	Inspections and Enforcements
6.5.1	CVSD Requirements
6.5.1.1	Mobile Access: CVSD staff shall have the ability to access the system using mobile devices, such as laptops, through the state's wireless network.
6.5.1.2	CVSD Appointments: The system shall provide the ability to schedule inspections for school buses, roadside inspection follow-ups, etc.
6.5.1.3	Intrastate DOT Number: There shall be facilities to automatically populate customer records with new or updated DOT Numbers. These numbers are created through CVSD federally-supported application systems and stored in the CVIEW database.
6.5.1.4	Registration suspension information: There shall be facilities to automatically populate customer records with new or updated registration suspension information. This information is created and stored through CVSD application systems – e.g. SafetyNet.
7	Business Administration Functions Requirements
7.1	Business Rules
7.1.1	Rules Management
7.1.1.1	Table-driven rules: At a minimum, simple rules will be stored in database tables. There will be facilities to define and update these rules by authorized administrators.
7.1.1.2	Rules Repository: It is desirable to have one single rules repository where DMV business rules will be defined, updated and maintained. Once defined, the rules engine can be deployed at multiple locations, if needed.
7.1.1.3	Rules Definition: Rules will be defined using a high-level language with a flexible syntax, similar to natural languages. A DMV business analyst will be able to maintain the rules using this language, without extensive training requirements.
7.1.1.4	Version Control: There will be version control capabilities. A set of business rules can have multiple versions, some of which can be concurrently deployed. This is important because, in some instances, past business rules will need to be retro-actively applied.

Solution Requirements Section #	Solution Requirements
7.1.1.5	Security: There shall be granular security authorization capabilities. Different users can be authorized to manage different rule sets.
7.1.1.6	Reporting: There will be extensive reporting capabilities, including rules update history, where used, and cross references.
7.1.1.7	Validation: There shall be capabilities to extensively test the business rules to ensure correctness.
7.1.1.8	Rules Testing: There shall be capabilities to test and monitor business rule.
7.1.1.9	Rules Maintenance: The system shall provide extensive capability to define and maintain the business rules that are used by the system to edit or make decisions.
7.1.1.10	Rules Configuration: Rules are able to be configured and maintained by business personnel (or business oriented technical personnel), instead of requiring system software code maintenance and/or system enhancements when business processes or statutes change.
7.1.1.11	Rules Override: Rules shall be applied and enforced, but users shall be able to override rules based upon their security profile. Rule bypass/override shall be possible immediately by the operator, through supervisor approval, or by DMV help desk without restarting a transaction.
7.2	<u>Reporting capabilities</u>
7.2.1.1	<u>Management Reporting: General “management reporting/operational reporting” capabilities associated with operations – e.g. Workload Management, Productivity tracking, standard fiscal reports, etc.).</u>
7.2.1.2	<u>Operational Reports: The system shall have the ability to generate comprehensive ad hoc and standardized reporting capabilities for operational database(s).</u>
7.3	<u>Business Intelligence capabilities</u>
7.3.1.1	Customer Requests and Usage: Customer request and usage information for all service channels (e.g. IVR, e-gov channels, etc.)
7.3.1.2	Analysis Capabilities: Inquiry and analysis capabilities for all DMV operational systems data.
7.3.1.3	BI Tools: The system shall have a robust ad hoc inquiry and business intelligence tools and capability.
7.3.1.4	Reporting Wizards: The system shall have “reporting wizards” to facilitate the definition of ad hoc and standard reports.
7.3.1.5	Usage Statistics: The system shall have the ability to track and report on the usage of ad hoc and standard reports.
7.4	<u>Training Requirements</u>
7.4.1	<u>Training Areas</u>
7.4.1.1	There shall be training provided for all solution business areas. This training shall be delivered to the appropriate business area users, including both DMV staff and Business Partners.

Solution Requirements Section #	Solution Requirements
7.4.1.2	There shall be training provided for state IT staff. This training shall include application development/maintenance, systems administration and systems operations.
7.4.2	<u>Training Approach</u>
7.4.2.1	Lead-Through: The system shall provide lead-through training and real-time job aids (just-in-time coaching tools for typical and non-typical procedures).
7.4.2.2	On-Line: The system shall provide On-line learning (e-Learning) capabilities/modules for self-service training.
7.4.2.3	Learning Management: The system shall provide Learning Management System capabilities for administration, scheduling, delivery, and tracking of on-line and instructor-led training.
7.4.3	<u>Curriculum development for key business process training</u>
7.4.3.1	Training Plan: A training plan shall be created and maintained, per deployment.
7.4.3.2	Per Deployment: The training defined per deployment phase to include number of personnel per class, per functions, as approved by State Contract manager.
7.4.4	<u>Delivery</u>
7.4.4.1	Training Delivery for key business and operations personnel: The Training Delivery Plan shall address components that include DMV functions common to all personnel.
7.4.4.2	Role Based Training: The training shall include components for specific roles or business functions, e.g. Fiscal, Registration Examiners, Credentialing Examiners, Computer System Operators etc.
7.4.5	<u>Training Deliverables</u>
7.4.5.1	Instructor Guides: Master instructor guides and support materials.
7.4.5.2	Learner Guides: Master learner guides and support materials.
7.4.5.3	Delivery: Training delivery (per deployment requirements)
7.4.5.4	Format: Training deliverables shall be delivered in electronic form or reproducible format
7.4.5.5	IT documentation: There shall be a comprehensive set of documentation for the application system.
7.4.6	<u>On-Line Help</u>
7.4.6.1	On-Line Help: The system shall provide an on-line help system accessible from the on-line application and via the DMV web-site.
7.4.6.2	Contextual / Field Help: The on-line help system shall be context and field sensitive.
7.4.6.3	Printing of On-Line Help: Each individual help topic shall be individually printable.
7.4.6.4	Procedural / Conceptual Help: The help shall include task-based procedures as well as conceptual information to assist the user in understanding the system.

Solution Requirements Section #	Solution Requirements
7.4.6.5	Search On-Line Help: The system shall allow a user to search for a help topic by keyword or portion of keyword or topic.
7.4.6.6	Maintain Help: The system shall allow for an authorized user to update the help content.
7.4.6.7	Effective Date: The system shall maintain an effective start and expiration date for the help content.
8	Enterprise Electronic Capabilities Requirements
8.1	Document Management
8.1.1	Document Imaging
8.1.1.1	Centralized Document Scanning and Indexing: Batched incoming and outgoing documents shall be scanned for image capture. Scanning shall be capable of being performed at a centralized location. Documents shall be batched together for high-speed scanning. A flexible set of indices can be defined for the documents. After scanning, the documents shall be indexed prior to storing.
8.1.1.2	Distributed Document Scanning and Indexing: At DMV office locations, as part of select on-line transactions, related documents shall be scanned and captured. These scanning activities will be integrated with the business transactions. Scanned images shall be automatically stored, indexed and associated with related transaction information.
8.1.1.3	Document Storage: All scanned documents shall be stored online for the duration of the retention period. After which the documents can be backed up and deleted with authorization. The image shall be stored at a minimum resolution of 200 dots per inch (dpi).
8.1.1.4	Document Retrieval: All documents within the retention period shall be able to be retrieved using one of the indices that are defined and entered for the document.
8.1.1.5	Document Security: Only authorized users can access documents. Authorization shall be set at a document level, or at a case level.
8.1.1.6	Document Association: Documents shall be associated with corresponding transaction data items – e.g. Driver History, Vehicle Titles, etc.
8.1.1.7	Web Browser Display: Document images shall be able to be displayed inside a browser.
8.1.1.8	Industry Standard Format: Document images shall be stored in an industry standard image format, such as TIFF or JPEG.
8.1.1.9	Document Notation: It is desirable to be able to add notations, in free text form, to a document image.
8.1.1.10	Document Properties: The following document properties shall be supported: multi-page documents, double-sided documents, and different document sizes.
8.1.2	Bar Coding

Solution Requirements Section #	Solution Requirements
8.1.2.1	Outbound Documents: All documents issued by the DMV that are generated by the DMV application system shall contain a unique identifier that can be used to associate with the customer, type of document, and variable data contained within the document. This information shall be stored in a character sequence and in an appropriate industry standard bar code format.
8.1.2.2	Inbound Documents: All inbound documents containing bar codes shall be scanned for bar code information. Scanning shall be performed either at offices, or at a central location.
8.1.2.3	Document Correlation: When processing incoming documents, scanning the bar code and capturing the unique identifier shall bring up on the screen associated data – including customer information, document information, and any related transaction information.
8.1.3	Other Multi-media Data
8.1.3.1	Fax Data: Inbound and outbound fax data will have the option to be captured, stored, associated, and retrieved in the same manner as documents. Retrieved fax data can be displayed through a Web browser.
8.1.3.2	E-mail Data: Inbound and outbound e-mails will also have the option to be captured, stored, associated, and retrieved in the same manner as documents. Retrieved e-mail data will be displayed with Microsoft Outlook or through a web browser.
8.2	Workflow and Case Management
8.2.1	Workflow and Case Management
8.2.1.1	Work Queues/Assignments: Select DMV employees shall have assigned work queues. An employee can examine their work queue at any time and review any outstanding assignments that will require their attention.
8.2.1.2	Priority Cases: Some cases can be assigned high priority – either automatically through business rules, or manually assigned by employees. Priority cases shall be placed on the front of a worker's work queue.
8.2.1.3	Automated Routing with Manual Overrides: Based on the status of a case and pre-defined business rules, a case shall be automatically routed to the next individual. Authorized personnel can also override the automatic routing, and assign the case to a specific employee.
8.2.1.4	Workgroup Definitions: There shall be capabilities to define teams and departments. Through this definition, case workload can be distributed among employees. Supervisors within a department shall have with have the ability to make specific assignments.

Solution Requirements Section #	Solution Requirements
8.2.1.5	Calendaring and Scheduling: There shall be facilities for employees to specify their schedule and availability. For cases assigned to employees that are not available, they shall be automatically routed to their backup.
8.2.1.6	Data Access and Update: Through the case assignment, an employee shall be able to automatically access all information associated with the case with from a client, DMV, Business Partner, etc. location. This information shall include transaction records, document images, or other types of related data such as fax or email. Authorized users can also update associated records as part of case activity. These activities shall be integrated with the case management screen sessions.
8.2.1.7	Integration: It is desirable that the case management system will integrate with other DMV components. For example there will be one single set of user sign-on, and one single definition of user groups and employee calendars.
8.2.1.8	Logging and Tracking: All cases and associated workflow shall be logged. Reports shall be available on cases, workflow, efficiency and effectiveness.
8.2.1.9	Case Management: The system shall integrate all DMV sanctioning functions to manage cases through an integrated case management capability. Case information can include information such as hearings, investigations, re-exams, Medical Review requests, etc.
8.2.1.10	Case Entry: The system shall allow case information to be entered for different case or request types such as Hearings, Medical Reviews, etc. Other details pertaining to the request shall be tracked. These can be processed online or triggered automatically in the batch cycle when qualified history events are added to the customer's driver record.
8.2.1.11	Case Lists: The system shall include case lists to allow users to navigate directly to the specific case data or the functional area to manage their cases, view statuses or schedules, make updates, forward to external parties, or process the specific details and to close the case.
8.2.1.12	Managing Case Activity: The system must provide the ability to manage case activity at a location, for a customer, on a particular date, or assigned to a DMV staff member, enabling each office to manage staffing and appointment needs. Managing all case types for a customer provides a mechanism to address all the needs of the customer.
8.2.1.13	Remote Case Management: The system shall provide the ability to perform case management from a remote location.
8.3	Forms and Correspondence
8.3.1	Email and Fax
8.3.1.1	Security Capabilities: Information will be transmitted unencrypted through public networks using e-mail and fax. Confidential information cannot be contained in these correspondences.

Solution Requirements Section #	Solution Requirements
8.3.1.2	Inbound e-mail and fax: Inbound e-mail and fax from customers will be manually received and reviewed, with no programmed interface to automatically retrieve and inspect. However, there shall be capabilities to log these correspondences for auditing purposes. The log shall include information on sender, data/time, and topics. It is desirable that the logging activities will be automated.
8.3.1.3	Storage Medium: E-mail contents and fax images shall be stored in the document image database. This data shall be associated with customers, and can be accessed and retrieved as part of a case.
8.3.1.4	E-mail system: E-mails shall be based on existing CT DMV Exchange e-mail system.
8.3.1.5	Fax Interface: There shall be a programmatic interface with the fax system. Outbound fax shall be automatically created and sent as a result of DMV processes – such as notifications, or customer requests through Internet or IVR.
8.3.1.6	E-mail Interface: There shall be a programmatic interface with the e-mail system. Outbound emails shall be automatically created and sent as a result of DMV processes – such as notifications, or customer requests through Internet or IVR.
8.3.1.7	Customer Contact Information: To accommodate outbound correspondence, customer e-mail addresses and fax numbers shall need to be stored and maintained in the customer contact database. Customers shall manage this information themselves, through enrollment/account maintenance activities available on their web home pages.
8.3.2	Forms Management
8.3.2.1	Forms Creation: there shall be a facility to easily create forms. There shall also be facilities to create bar codes on the forms.
8.3.2.2	Forms Modification: there shall be capabilities to modify an existing form, using the same facilities.
8.3.2.3	Forms Approval: there shall be policies and procedures for forms approval process, where an authorized user can accept or reject a created or modified form.
8.3.2.4	Form Management Security and Audit Trail: only authorized users can create, modify or approval forms. There shall be an audit trail on these activities.
8.3.2.5	Multiple Form versions: there shall be facilities to manage multiple versions of the same form, with indicators identifying current versions, prior versions, and expired versions.
8.3.2.6	Form storage: there shall be a central database for all these forms, with functions for efficient indexing, storage and retrieval of forms.
8.3.2.7	Standard document format: the forms shall be stored in standard document formats, such as PDF.
8.3.2.8	Overlay for printing: there shall be application capabilities to retrieve these forms as overlays for printing. The retrieved form shall be merged with data from the integrated operation database, to be incorporated as part of outbound notices/correspondences to customers.

Solution Requirements Section #	Solution Requirements
8.3.2.9	Template for electronic forms: there shall be application capabilities to use these forms as templates to be displayed under a web browser. Once retrieved these electronic forms can be: used as a template for the user to enter data; merged with data from the integrated operation database to provide user with form viewing and modification capabilities; downloaded to a workstation in PDF format for local data entry and printing functions.
8.3.2.10	Form Usage Audit and Image: all usage of these forms – for printing and web access – shall be logged in an audit trail, together with the actual data that are displayed, entered or printed. For some predefined forms types, the filled-in form will be imaged and stored in the image repository.
8.3.2.11	Automatic Generation and Tracking of Correspondence: The system shall have an integrated electronic Forms and Correspondence capability to automatically generate and track correspondence with the customer.
8.3.2.12	Custom Correspondence: The system shall have the ability to generate and track custom correspondence for a customer, such as, for example, a driver reinstatement letter.
8.3.2.13	Electronic Forms: The system shall have the ability to create and manage electronic forms accessible through on-line access points for use in e-gov applications as well as internal uses within the DMV.
8.3.2.14	Barcode Correspondence: The system shall have the ability to utilize bar codes as a vehicle for tracking correspondence and electronic or physical folders associated with the correspondence.
8.4	Appointment / Scheduling
8.4.1.1	Schedule Hearings: The system shall provide the ability to schedule (and cancel) hearings through various service channels (e.g. telephone, internet, etc.).
8.4.1.2	Agency-wide Scheduling: The system shall provide the ability to provide agency-wide scheduling/calendar management capability for specified types of DMV events/functions – e.g. driving tests, vehicle inspections, hearings, etc.
8.4.1.3	Display Schedules: The system shall have the ability to display schedules by time-frame (e.g. next available time, specified times/dates, etc), by resource (e.g. hearing officer, hearing room), by resource (e.g. hearing room, etc.), and by type of DMV “event”.
8.4.1.4	Self-Service Scheduling: The system shall provide the ability for customers to schedule such things as driving test, inspections, etc. via the DMV website.
9	Service Delivery Channel Requirements
9.1	Internet Self-Service
9.1.1.1	Internet Access: the DMV web site shall be accessed securely through the Internet, using standard Internet protocols.

Solution Requirements Section #	Solution Requirements
9.1.1.2	Browser: customers shall access the DMV web site using web browsers including Microsoft Internet Explorer, Apple Safari, and Mozilla Firefox.
9.1.1.3	Secure transaction: There shall be capabilities for customer to execute the DMV transaction securely, using facilities such as one-time PIN numbers.
9.1.1.4	Transaction processing: Customers shall be able to perform only those transactions that they are authorized to perform and access data that they are authorized. These transactions will communicate directly with DMV applications, and shall be performed on a real-time basis.
9.1.1.5	Help screens: There shall be help facilities, as specified in Training and Support.
9.1.1.6	Section 508 compliance: Screen displays shall comply with Federal Section 508 Web Content Accessibility standards.
9.1.1.7	CT state standards compliance: The system shall conform on CT Web Application standards and guidelines.
9.2	Web Portals
9.2.1.1	Internet Access: the DMV portal shall be accessed securely through the Internet, using standard Internet protocols.
9.2.1.2	Browser customers shall access the DMV web site using web browsers including Microsoft Internet Explorer, Apple Safari, and Mozilla Firefox.
9.2.1.3	Automated User Registration: There shall be facilities for business partners to automatically register to the portal system safely and securely, with minimal manual intervention. At the same time the user identity shall be validated against DMV records of authorized DMV Business Partners.
9.2.1.4	Secure sign-on: There shall be capabilities for business partners to sign-on to the DMV system securely, using tools such as user identifier and passwords.
9.2.1.5	Security provisions: There shall be security capabilities as described in the Security Requirements section.
9.2.1.6	Personalization: Business partners shall be able to specify the layout and content of their web pages.
9.2.1.7	Transaction processing: Customers shall be able to perform only those transactions that they are authorized to perform and access data that they are authorized. These transactions will communicate directly with DMV applications, and shall be performed on a real-time basis.
9.2.1.8	Alerts and Notifications: After a user has signed on, there shall be highlighted messages displayed on the home page if specific actions are required by this business partner. Clicking on the message shall bring the user to the appropriate screen to perform the actions.
9.2.1.9	Help screens: There shall be help facilities, as specified in Training and Support.

Solution Requirements Section #	Solution Requirements
9.2.1.10	Section 508 compliance: Screen displays shall comply with Federal Section 508 Web Content Accessibility standards.
9.2.1.11	Usage reporting: There shall be fixed and ad hoc reporting capabilities on portal usage activities.
9.2.1.12	CT state standards compliance: The portal shall conform on CT Web Application standards and guidelines.
10 10.1	Data Requirements Database management system
10.1.1.1	Database system: All enterprise data shall be stored in relational database management systems (RDBMS). The RDBMS shall be mainstream, robust, and conform to ANSI SQL standards for application program interfaces.
10.1.1.2	Standards compliance: The DBMS shall use standard ANSI-compliant SQL language. It shall be compliant with SQL:1999 core standards.
10.2	Data modelling
10.2.1.1	Data Modelling: There shall be a structured data modelling and database design method, utilizing related tools.
10.2.1.2	Metadata Directory: There shall be a metadata directory that contains all data elements, descriptions, and usages.
10.2.1.3	Customer-centric data model: There shall be an integrated data model built around the notion of a single DMVcustomer.
10.3	Data conversion and migration requirements
10.3.1.1	Data conversion: The Contractor shall perform extraction, transformation and loading of all existing operational data that are stored in current VSAM and other data stores into the target integrated operational database.
10.3.1.2	Conversion testing: The Contractor shall assist DMV in testing the converted data for accuracy and usability.
10.3.1.3	Data cleansing: A DMV data cleansing project is currently in progress. As part of the data conversion process, the Contractor shall work with DMV staff in cleaning data that are required as part of the conversion process.
10.3.1.4	Data synchronization: If the Contractor recommends a phased implementation approach, then for a period of time both legacy and new databases will need to co-exist with each other. In this case, the Contractor shall develop a synchronization process, where changes at one data store will need to be reflected and updated correspondingly at the other data store in a near-real-time manner.

Solution Requirements Section #	Solution Requirements
10.3.1.5	Tools selection and usage: DMV has purchased licenses of IBM's DataStage suite of products for data conversion and cleansing. The Contractor shall use these products if tools are needed to facilitate the process. These products include DataStage, QualityStage and ProfileStage.
11 11.1	Interface Requirements General
11.1.1.1	Architected interface: the Contractor shall provide an architected method of interfacing with external and internal systems.
11.1.1.2	Real-time interfaces: all internal interfaces with channel systems shall be real-time. For external interfaces, while many of them are batch today, the direction is to transition to real-time. The DMV system shall be adaptable to real-time interfaces in the future.
11.1.1.3	Integration with other DMV business initiatives: CT DMV is currently undertaking a number of other business initiatives. These initiatives are in various stages of formulation and development. The future DMV system shall integrate with these initiatives when and if they are implemented.
11.2	External interfaces
11.2.1.1	External interfaces: All existing external interfaces shall be supported.
11.2.1.2	COLLECT interface: Department of Public Safety's (DPS) Connecticut Online Law Enforcement Criminal Telecommunications (COLLECT) is a system used by Law Enforcement to access information, including DMV data. The new DMV system shall provide a DMV interface through a flat file on a regularly scheduled basis to COLLECT. This file shall contain all required Drivers and Registration information.
11.2.1.3	Real ID compliance: CT DMV will comply with Real ID act and the system shall support Real ID interface requirements.
11.2.1.4	Security, Privacy and Audit compliance: The DMV system shall comply with all associated security, privacy and audit requirements when interfacing or accessing data with Federal and other State agencies.
11.3	Internal Interfaces
11.3.1.1	Commercial Vehicle Safety Division (CVSD): CVSD utilizes a number of Federal and AAMVA applications. While today there are no automated interfaces with other DMV applications, there shall be integration requirements in the future.
11.3.1.2	Digital Driver's License (DDL): as a direction to implement the Real ID Act, the current Digital Driver's License system will be replaced. There will be tight integration with the future DMV system.

Solution Requirements Section #	Solution Requirements
11.3.1.3	Driver License Knowledge Testing System: the knowledge testing system – Juno Automated Drivers License Knowledge Testing System - is a standalone, self-contained application. This system includes Examiner Console and Test Units at testing sites, and a centralized data warehouse server at the back office. The system shall provide a real-time interface with to the Knowledge Testing System to record the results on the customer's credential record.
11.3.1.4	Mid-range systems: The state has the option to modernize its mid-range DMV application systems, or leave them in place. The Proposer's solution shall interface with existing DMV mid-range systems should they not be replaced. These systems include: Dealer and Repairer License, Dealer and Repairer Complaints, Adjudication, Administrative Per Se, Flashing Lights and Siren, and Insurance Reporting, and internal interfaces to these systems.
11.4	Channel interfaces
11.4.1.1	IVR interface: DMV will implement Aspect Software's Customer Self Service IVR system. It will provide an integrated telephony and contact center solution for DMV customers. The future DMV system shall interact with this IVR system through a real-time interface, providing service using Aspect application programming interfaces.
11.4.1.2	Portal interface: The Proposer shall provide a Portal solution in its response. However, DMV might elect to implement the Portal separately. If this is the case, the future DMV system shall interact with the web portal system through a real-time interface.
11.4.1.3	Web self-service interface: The Proposer shall provide a web self-service solution in its response. However, DMV might elect to implement this component separately. If this is the case the future DMV system shall interact with the web self-service system through a real-time interface.
11.4.1.4	Channel interface architecture: there shall be an architected approach to design and implement channel system interfaces. The architecture will need to address the notion of channel-independence. Customers should be able to conduct DMV business through a variety of channels. The delivery channel will be separated from DMV processes to ensure flexibility and reusability.
11.4.1.5	Channel security: the DMV system shall ensure that transaction originated from public delivery channels will be processed securely. There shall be application-level security provisions that will operate in conjunction with security provided through the channel environments.
11.4.1.6	Standardized interface: It is desirable that channel interfaces for Portal and Web self-service utilize standard-based protocols such as web services, SOAP and XML.
12	Application Lifecycle Requirements
12.1	Project Management

Solution Requirements Section #	Solution Requirements
12.1.1.1	Project Plan: The Proposer's' response shall include an initial project plan using Microsoft Project that provides a detailed breakdown of tasks, milestones and the time line for completing those tasks. The proposed schedule shall include tasks that relate to all required functions, tasks, and deliverables listed in this RFP. The proposed schedule shall show the resources proposed for each task (expressed in labor days for both Contractor and state personnel).
12.1.1.2	Project Status Reporting: The Contractor shall offer a methodology for providing weekly status report to DMV.
12.2	Application Lifecycle Methodology
12.2.1.1	Established SDLC method: A recognized system development lifecycle (SDLC) method shall be used. This method shall encompass the full lifecycle from requirements through deployment. This method shall be comparable to state's standard SDM (System Development Methodology). Together with the method, a set of consistent, established toolsets shall be provided to support the method.
12.2.1.2	DoIT standards compliance: The SDLC method shall comply with DoIT's standards for application development.
12.3	Requirements Definition
12.3.1.1	Requirements process: There shall be a rigorous requirements definition process. This process shall be conducted together with CT DMV staff.
12.3.1.2	Requirements definition toolset: The Contractor shall specify and implement a requirements definition tool to support the requirements process.
12.3.1.3	Requirements traceability: There shall be traceability capabilities that track requirements throughout the application development lifecycle.
12.4	Design and Development
12.4.1.1	Design/development methods and tools: There shall be established design/development methods, together with associated tools and products, in the design and development of the DMV applications.
12.4.1.2	Deployment Products: The Contractor shall select associated products needed for the implementation of the full DMV application systems. These products might include web enablement, data integration, database management, reporting, and others.
12.4.1.3	Systems integration: The Contractor shall perform all required development, integration, and configuration of products and customized programs required to deliver the DMV solution.
12.4.1.4	Service-oriented Architecture: It is desirable that the DMV solution be implemented using a Service-oriented Architecture (SOA). This architecture will utilize current industry standards.
12.5	Application Testing

Solution Requirements Section #	Solution Requirements
12.5.1.1	Testing Methods and Tools: There shall be an established testing method utilizing commercially available testing tools to automate the testing process wherever possible.
12.5.1.2	Test Scripting: The Contractor shall develop a complete set of testing scripts to enable thorough testing of all requirements. These scripts shall be developed in conjunction with CT DMV staff.
12.5.1.3	Test Case Traceability: All test cases will be traceable to functional requirements defined in the Requirements and Analysis phases.
12.6	Application Deployment
12.6.1.1	High Availability: The system shall support a high-availability, 24x7 operating environment.
12.6.1.2	Systems Management: The system shall support systems management capabilities.
12.6.1.3	Scalability: The system shall provide flexibility through scaling (e.g. by adding devices, servers, or communication paths). There shall not be any inherent limitations in the scalability of the application or operating systems. The system shall scale as the number of DMV services increases, as the number of activities supported by the system increases, as the number of people using the system to do their work increases, and as the data storage requirement increases. The system shall scale for both capacity and performance.
12.7	Development Location
12.7.1.1	Location: the Proposer shall recommend whether development will occur On-site, Off-site or a mix of
12.7.1.2	On-site development: if the recommendation is on-site, the Proposer shall specify: on-site facilities -- office space and equipments needed for the development team; Development equipment -- workstations, servers, printers and other peripherals that will be located at DMV and DoIT locations.
12.7.1.3	Off-site development: if the recommendation is off-site, the Proposer shall specify: Communication plans -- methods to update DMV on progress and status of development; On-site activities -- personnel and tasks that will be performed on-site at CT DMV; On-site hardware/software/network facilities -- equipments that will be installed at CT DMV and CT DoIT; Development environment transition -- upon completion of development, how the environment will be transitioned to DMV.
13	Hardware, System Software and Network Requirements
13.1	Hardware/Software requirements
13.1.1.1	Hardware/Software specifications: The Proposer shall list all hardware and software that are required to implement the DMV application system. This list shall include products, models, quantities, and specifications.

Solution Requirements Section #	Solution Requirements
13.1.1.2	Platform: It is desirable to have one deployment platform for all the DMV application components.
13.1.1.3	Platform specification: It is preferred and highly desirable that the deployment platform for DMV business process application systems (for vehicle services, driver services, fiscal management, Business Partner services) be based on Microsoft .NET framework.
13.1.1.4	Centralized servers: It is desirable to have a centralized hardware environment where all servers are located centrally at the DoIT data center. The Proposer shall describe and justify any servers that need to be distributed at other locations.
13.1.1.5	Workstation: The client workstation shall utilize an Intel/Windows platform.
13.1.1.6	Browser interface: It is highly desirable that the user interface utilize a thin-client, browser-based environment. The browser shall be supported by IE 6.0 and above.
13.1.1.7	Environments: There shall be, at a minimum, the following environments – development, testing, staging, training and production.
13.1.1.8	Hosting: The testing, staging and production server environments shall be hosted at CT DoIT facilities. Depending on the development location, development server location will be either at DoIT or a remote location managed by the Contractor.
13.1.1.9	Server Installation: The Contractor shall be responsible for initial installation of all hardware and software for the servers.
13.1.1.10	Client workstation: The Proposer shall specify the client environment. These include: desktop workstations, laptop workstations, remote printers, document scanners, bar-code readers, and other attachments. The Contractor shall assist with initial installation of the client environment. Wherever possible, existing equipments and facilities will be reused.
13.2	Network requirements
13.2.1.1	Network environment: The current CT DMV network environment shall be used. This includes the wide-area network throughout the state, a wireless network for mobile users, and local-area network at each location. The Proposer shall specify any additions required to the current network system.
13.2.1.2	Network protocol: TCP/IP shall be the primary means of network transport.
13.2.1.3	Web enablement: Standard web-based protocols – including HTTP, HTML, HTTP-S – shall be used for web-based traffic.
13.2.1.4	Network security: The system shall provide secure transmission of sensitive data – including Social Security Numbers, passwords, and others – through established security methods such as SSL and HTTP-S.

Solution Requirements Section #	Solution Requirements
13.2.1.5	Mobile workers: It is anticipated that there will be mobile workers (e.g. DMV inspectors) who will need to access DMV applications through laptops and the state-wide CDMA wireless network. The user interface will be the same user interface that DMV office workers use. The DMV application shall be able to support this environment.
14	System Operations and Management Requirements
14.1	Security requirements
14.1.1	Identification and Authentication
14.1.1.1	Internal Users
	Internal Users are DMV employees: For these users there shall be identification and authentication requirements in compliance with DoIT standards.
14.1.1.2	Internal User's IDs and Passwords: It is desirable that there will be a minimum number of IDs and passwords. Ideally each user should have only one set of IDs and passwords. However the DMV solution might possibly include a number of products and packages, and each will likely have its own security system. Every effort should be made to consolidate these into a single set of security identification/authentication environment.
14.1.1.3	External Users
	External Users will access the DMV system through Internet and IVR. For these users there shall be identification and authentication requirements as developed and finalized as part of SVP.
14.1.1.4	External User's IDs and Passwords: It is desirable for a user to have the same ID and PIN for both Web/IVR.
14.1.2	Access Control
14.1.2.1	Access Control: For both internal and external user groups, access control shall be performed at two levels as developed and finalized as part of SVP.
14.1.3	User Management
14.1.3.1	Internal Users Management: IDs shall be established through security administrators. Security administration functions can be deleted by function and/or user groups.
14.1.3.2	External Users Management: Customers shall be able to perform self-enrollment through Internet or IVR. Security activities, such as password reset, shall be notified through email. Security administration functions can be delegated from the security administrator to other DMV staff.
14.1.4	Roles and Privileges Management
14.1.4.1	User Groups: Users can be aggregated by groups and sub-group capabilities.
14.1.4.2	Group Level Security: Once groups are defined, privileges and authorities can be assigned at the group level.

Solution Requirements Section #	Solution Requirements
14.1.4.3	Group Membership: A user can belong to multiple groups, but can only sign on with the authorities of one group at any one time.
14.1.5	<u>Encryption</u>
14.1.5.1	Encryption Techniques: Standard Internet encryption techniques, including the use of Secure Socket Layer (SSL), 128-bit encryption, digital certificates through recognized Certificate Authorities, shall all be used.
14.1.5.2	Encrypt Selected Data: Selected data shall be encrypted through public or private networks.
14.1.5.3	Transmit Encrypted Passwords: All passwords shall be transmitted in encrypted form.
14.1.5.4	Store Encrypted Passwords: All passwords shall be stored in encrypted form.
14.1.5.5	Federal Standards Compliance: Federal security standards shall be adhered to whenever required (e.g. transmission and storage of Social Security Numbers).
14.1.6	<u>Intrusion Detection</u>
14.1.6.1	Network Security: The system shall support standard network security provisions, including use of firewalls and Demilitarized Zone (DMZ).
14.1.6.2	Inappropriate Network Activities: Inappropriate network activities (e.g. DOS attack) shall be identified and alerted at the time of occurrence.
14.1.7	<u>Real ID support</u>
14.1.7.1	Real ID support: The system shall support all Real ID security requirements, including secure transmission and storage of sensitive data.
14.1.8	<u>Supporting Security Services</u>
14.1.8.1	Web Security Formats: Standard web security formats and protocols – including SSL, HTTP-S - shall be used.
14.1.8.2	Timeout logoff: There shall be automated logoff capabilities after a specified period of inactivity.
14.1.8.3	Secure Data Transmission: All secure data transmission shall use a minimum of 128-bit encryption.
14.1.8.4	Directory Server: A consolidated directory server shall be used for user authentication. This server shall be a mainstream product – such as Microsoft Active Directory, or LDAP-based directory servers.
14.1.8.5	Log Security Events: The system shall produce an audit log for all security events. Security events might include sign-on attempts, access to data, and access to selected functions.
14.1.8.6	Audit Policies: The system shall support three types of audit policies: - None: do not generate an audit record; - Failure: generate an audit record for access violations; - All: generate an audit record regardless of result.

Solution Requirements Section #	Solution Requirements
14.1.8.7	Security Logging: There shall be other levels of logging that can be specified by the security administrator.
14.1.8.8	Security Administration: All security administration activities shall be logged.
14.1.8.9	Security Reports: There shall be canned and ad hoc reporting capabilities against the security logs.
14.1.8.10	Security Violation Alerts: There shall be alerts, at a real time basis, on any security violations.
14.2	Availability and Performance requirements
14.2.1.1	High availability: the DMV applications shall be designed and developed to support a highly available, 7x24 environment. This includes the following:
:	*Minimize unplanned downtime: the DMV applications shall be designed and developed to support a high degree of fail-safe processing. In particular, field office should not experience frequent unplanned outages. And when outages occur, the system shall be brought back in service in an expedient manner. The Contractor shall implement a system that facilitates this environment.
:	*Automated recovery: the DMV applications shall have automated restart of failed server and database components. High availability server and database components are recommended to alleviate failed component problems
14.2.1.2	Capacity requirements: The hardware, system software and application shall provide the capacity to support all concurrent users and business volumes during peak hours.
14.2.1.3	Response time: Screen response time shall be comparable to best-of-breed web-based applications. While response times vary with types of workload, for transaction processing involving retrieval/update of individual customer records to be displayed under a web browser, the response time shall be less than 2 seconds, measured at the server with no network delay.
14.2.1.4	Business processing response time: The Proposer shall provide information such as the average time to conduct various business transactions, employing the Proposer's solution. These business processing times shall be less than or equal to existing business process response times.
14.2.1.5	Performance test: Prior to system acceptance of each deployment, the Contractor shall provide up to 5 performance tests that will measure throughput and response time. These tests shall use hardware/software configurations, transaction volumes and databases sizes equivalent to the deployment environment. Test scripts and requirements to the performance tests shall be jointly developed by the Contractor and CT DMV.
14.3	Backup/Recovery
14.3.1.1	Nightly Backups: The DMV systems shall have two nightly backup copies of all data files and databases in encrypted form. One copy of the backups will be sent offsite for secure storage.

Solution Requirements Section #	Solution Requirements
14.3.1.2	Volume Backups: The DMV systems shall have two full volume backup copies of all disk volumes, in encrypted form, each week. One copy of the backups will be sent offsite for secure storage.
14.3.1.3	Audit Logs: All database systems shall have audit log files that capture before and after images.
14.3.1.4	Recovery Capability: All databases shall have point-in-time recovery capabilities. This means that upon any failure, the database can be recovered to the last point of consistent state.
14.4	Disaster Recovery / Business Continuity Plans
14.4.1.1	Disaster Recovery Backup Site: In the event of disaster at the hosting site, application systems shall be transferred to a backup site. There shall be capabilities to restore the application systems, together with application data, to the state of previous evening when the last backup was taken.
14.4.1.2	Critical Business Function Timeframes: Critical business functions shall be restored within a specified number of days, to be determined during requirement gathering phase.
14.4.1.3	Non-critical Business Functions: Non-critical business functions shall be restored within a specified number of business days, to be determined during requirement gathering phase.
14.4.1.4	Disaster Recovery Plan: The Contractor shall participate in the development of a detailed disaster recovery plan, describing all backup/recovery and related procedures.
14.4.1.5	Disaster Recovery Tests: The Contractor shall participate in a minimum of one disaster recovery procedure for each deployment.
14.4.1.6	Hardware/Software Equipment: Identical or compatible hardware/software equipment shall be available at the backup site.
15	DoIT Standards Compliance Requirements
15.1	DoIT Application Hosting Architecture Standards
15.1.1.1	Application Hosting Architecture compliance: It is desirable the system will conform to the DoIT Application Hosting Architecture Standards.
15.1.1.2	Application Hosting Architecture approval: Where these standards cannot be met, DoIT approval shall be required before the system can be deployed and hosted at DoIT.
15.2	DoIT Development Guidelines for Web Based Applications
15.2.1.1	Development Guidelines compliance: The system shall conform to the DoIT Development Guidelines for Web Based Applications.
15.3	DoIT Strategic Standards and Products
15.3.1.1	Strategic Standards and Products compliance: It is desirable that the system will conform to the DoIT Strategic Standards and Products.
15.3.1.2	Strategic Standards and Products approval: Where these products and standards cannot be met, DoIT approval shall be required.

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
CONNECTICUT INTEGRATED VEHICLE AND LICENSING SYSTEM (“CIVLS”)
MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY
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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY**

Introduction

This Project Implementation Summary summarizes the scope of work and states the payment schedule for this Agreement. The major Agreement Releases and Deliverables are described herein:

Project Implementation Summary Table

Major Milestone Deliverable (MMD)	MMD Description	MMD Value	# Payment Milestone Deliverables (PMD)	PMD Amount	MMD Payment (1/2 Holdback Released)	Final Holdback	Start	End
1	Project Planning, Initiation, and Solution Validation (WBS 1.0, 2.0, and 3.0)	\$ 1,950,000	3	\$ 520,000	\$ 195,000	\$ 195,000	Jun-09	Dec-09
2	Release 1 – Back Office Financials and Core Infrastructure (WBS 4.0)	6,250,000	4	\$ 1,250,000	\$ 625,000	\$ 625,000	Jul-09	Jun-10
3	Release 2 – Vehicle and Dealer Related Functionality (WBS 5.0)	6,500,000	4	\$ 1,300,000	\$ 650,000	\$ 650,000	Dec-09	Jan-11
4	Release 3 – Driver Related Functionality (WBS 6.0)	\$ 5,254,600	4	\$ 1,050,920	\$ 525,460	\$ 525,460	Jun-10	Oct-11
5	Release 4 – All Other Functionality Including All Core and Optional Extensions to Core Functionality (WBS 7.0)	1,000,000	3	\$ 266,667	\$ 100,000	\$ 100,000	Oct-11	May-12
6	Final System Acceptance (WBS 8.0)	50,000	1	\$ 50,000		\$ 2,095,460	May-12	Jul-12
7	Project Close Out Tasks	130,000	1	\$ -	\$ 130,000		Jul-12	Sep-12
8	Warranty Liquidation	821,100		\$ 68,425			Jul-12	Jun-13
Total		\$ 21,955,700	20					

Note: The Payment Milestone Deliverable (PMD) Amount column reflects a 20% holdback.
The MMD Payment column dollar amount reflects the release of ½ the holdback (10%).
MMD 6, Final System Acceptance, reflects the release of the remaining 10% holdback.

The parties agree that the Project Plan, BOM and this Project Implementation Summary will be updated at the conclusion of MMD 1 – Solution Validation, which could impact PMD and/or start and end dates but will not impact the not-to-exceed fixed price of the Agreement. The State will pay the Major Milestone Deliverables (“MMD”) and Payment Milestone Deliverables (“PMD”) identified herein when all the enumerated and corresponding Deliverables have been accepted by the State.

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
CONNECTICUT INTEGRATED VEHICLE AND LICENSING SYSTEM (“CIVLS”)
MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY
MMD 1: Project Planning, Initiation, and Solution Validation
(WBS 1.0, 2.0, and 3.0)**

This phase represents the initial up front project planning, resource scheduling, training, kick off and SVP activities. It also includes the baseline configuration and Project Plans for all subsequent tasks.

Total MMD 1 milestone value:	\$1,950,000
20% Holdback	<u>(\$ 390,000)</u>
Total value of PMD	\$1,560,000
# of PMDs:	3
PMD amount:	\$520,000
Acceptance of major milestone deliverable (1/2 holdback)	\$ 195,000
Remaining holdback released at System Acceptance	\$ 195,000

Estimated MMD 1 Payment Schedule – SVP Plan

WBS #	Task Name	Payment Type	Estimated Date	Payment Amount	Deliverable(s)
2.7.4	Extended Team Project Kickoff - Milestone	PMD	7/27/09	\$520,000	PMD includes: Baseline project plan, including: <ul style="list-style-type: none"> Risk Management Plan Project Performance Plan Project Resource Plan Communication Plan All plans will be progressively elaborated throughout the project lifecycle. (Kickoff Event Occurs)
3.2.5	Solution validation findings / requirements complete	PMD	10/22/09	\$520,000	PMD includes: <ul style="list-style-type: none"> DMV requirements as captured in TFS including completed CIVLS Implementation guides.
3.5	Major Milestone Deliverable - Updated project plan - SVP - complete	PMD + MMD (½ of Holdback)	12/4/09	\$520,000 + 195,000 \$715,000	MMD includes: <ul style="list-style-type: none"> Complete list of MMD 1 Deliverables (see table below)

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY**

List of MMD 1 Deliverables – SVP Plan
<ul style="list-style-type: none"> • The Contractor shall commence work on MMD 2 – Release 1 upon receipt of authorization to proceed
<ul style="list-style-type: none"> • Initial baseline project plan, including: <ul style="list-style-type: none"> ○ Risk Management Plan ○ Project Performance Plan ○ Project Resource Plan ○ Communication Plan
<ul style="list-style-type: none"> • Initial integrated Work Breakdown Structure (WBS), and Schedule. (Microsoft Project Plan – Baseline 1.0)
<ul style="list-style-type: none"> • Requirements management plan
<ul style="list-style-type: none"> • Configuration management plan
<ul style="list-style-type: none"> • Organizational change management and training plan
<ul style="list-style-type: none"> • Quality assurance and testing plan
<ul style="list-style-type: none"> • Project technical, development, security and operational plan
<ul style="list-style-type: none"> • Updated deployment plan and bill of materials (BOM)
<ul style="list-style-type: none"> • Project team methodology training and kick off meeting
<ul style="list-style-type: none"> • Project team collaboration tools and Integrated Development Environment (IDE – MS Project Server, SharePoint and Team Foundation Server (TFS))
<ul style="list-style-type: none"> • Out-of-the-box baseline configuration demonstration / sandbox environment running the CIVLS software
<ul style="list-style-type: none"> • End-to-end facilitated demonstrations of the baseline CIVLS software along with related imaging and portal technologies
<ul style="list-style-type: none"> • Updated requirements and configuration definitions (in TFS)
<ul style="list-style-type: none"> • High level system design specifications for custom elements of the CIVLS solution
<ul style="list-style-type: none"> • System design and configuration plan (includes release plan)
<ul style="list-style-type: none"> • Data conversion and cleansing plan
<ul style="list-style-type: none"> • Updated project and release plan (at end of phase)
<ul style="list-style-type: none"> • Monthly project status reports
<ul style="list-style-type: none"> • Notice of completion of MMD 1 – SVP plan

STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY

**MMD 2: Release 1 – Back Office Financials and Core
Infrastructure (WBS 4.0)**

This phase of the Project represents the first implementation of CIVLS software, focusing on back office financials and core infrastructure. The CIVLS MVS software shall be configured by the Contractor to meet the State’s specific requirements and deployed into a production environment.

The Contractor understands the State’s requirement to maintain its legacy Cashier system through completion of this initial Release 1. End user functionality deployed in Release 1 will be limited to those functions which can be accessed through a browser under Windows 3.11 or above.

The specific components of CIVLS , document management and web portal software to be implemented shall be defined in the System Release plan completed in MMD 1, shall include:

- Core production application infrastructure
- Enterprise level components
- Back end fiscal management components
- Back end audits components
- Compliance components
- Internet self-service components
- Internet web portal components
- Reporting components
- Business rules
- Records management components
- Document management components
- Customer components, including merge customer capability
- Training
- Other components, as mutually agreed after completion of MMD 1
- The parties agree that the introduction of components in prior Releases may carry through to this and subsequent Releases

Total MMD 2 deliverable payment milestone value:	\$6,250,000
20% Holdback	<u>(1,250,000)</u>
Total payment milestone deliverables	\$5,000,000
# of payment milestone deliverables:	4

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY**

Payment milestone deliverable amount: \$1,250,000

Acceptance of major milestone deliverable (1/2 holdback) \$ 625,000

Remaining holdback through System Acceptance \$ 625,000

Estimated MMD 2 Payment Schedule - Release 1

WBS #	Task Name	Payment Type	Estimated Date	Payment Amount	Deliverable(s)
4.1.1.3	Deployment Architecture Complete - initial BOM items ordered	PMD	8/24/09	\$1,250,000	PMD includes: <ul style="list-style-type: none"> • Updated and approved deployment diagram. • Updated and approved bill of materials • Completed order for initial BOM materials required for development and test environments.
4.3.2	Demonstration of Release 1 (R1) Internet Portal to State in Test environment	PMD	11/10/09	\$1,250,000	PMD includes: <ul style="list-style-type: none"> • Demonstration of completed R1 Portal components in a test environment.
4.6.3.4	User Acceptance Complete	PMD	12/29/09	\$1,250,000	PMD includes: <ul style="list-style-type: none"> • Successful user acceptance testing of all R1 components.
4.8	Release 1 Complete - All MMD 2 deliverables complete	PMD +MMD (½ Holdback)	6/9/10	\$1,250,000 + 625,000 \$1,875,000	MMD includes: <ul style="list-style-type: none"> • Complete list of MMD 2 Deliverables (see table below)

List of MMD 2 Deliverables - Release 1

<ul style="list-style-type: none"> • The Contractor shall will commence work on MMD 3 – Release 2 upon receipt of authorization to proceed
<ul style="list-style-type: none"> • Updated project plan (release)
<ul style="list-style-type: none"> • Monthly project status reports
<ul style="list-style-type: none"> • System installation and configuration documentation (in accordance with the approved technical and operational plan completed in MMD 1)
<ul style="list-style-type: none"> • Updated disaster recovery plan
<ul style="list-style-type: none"> • Fully configured CIVLS software, including source and object code and associated documentation provided to the State
<ul style="list-style-type: none"> • As-deployed CIVLS software configuration documentation (in TFS)
<ul style="list-style-type: none"> • Data conversion scripts

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MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY**

List of MMD 2 Deliverables - Release 1
• Requirements based test cases and scripts
• Functional, system and integration testing results
• Data conversion test results
• User acceptance test results
• Updated Service Level Agreement (SLA)
• Bug and issue tracking list (in TFS)
• Training and related training materials (includes 2,500 man hours to customize and deliver CIVLS training materials, including training manuals, online help and computer based training)
• Updated organizational change management plan
• Documented operational procedures and training
• Help desk procedures, documentation and training
• Upgrades to hardware and software infrastructure, as appropriate
• Two cutover mock conversion rehearsals
• Final cutover, go live and transition activities
• Cutover stabilization support for two weeks post go live
• Notice of completion for MMD 2 – Release 1

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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY

**MMD 3: Release 2 – Vehicle and Dealer Related Functionality
(WBS 5.0)**

This phase of the Project represents the second implementation of CIVLS software, focusing on vehicle and dealer related functionality. This will be the first front-office release. The CIVLS, document management and web portal software will be configured to meet the CIVLS’s Solution Requirements and deployed into a production environment. Go-live and activities related to releasing the solution to end users shall occur following upgrades of end user desktops to minimum Contractor recommended desktop configuration.

The specific components of CIVLS to be implemented shall be defined in the system release plan completed in MMD 1, which shall include:

- Vehicle Services components
- Permits components
- License and Management Regulated Business components
- Business Partner Services components
- Inventory Control components
- Inspections and Enforcement components
- Hearing and appeals
- Workflow and case management
- Appointments and scheduling components
- Forms and correspondence components
- Front end financial and cash drawer components
- Other components which may be mutually agreed to after completion of MMD 1
- Components in prior releases may carry through to this and subsequent releases.

Total MMD 3 deliverable payment milestone value:	\$6,500,000
20% Holdback	<u>(1,300,000)</u>
Total payment milestone deliverables	\$5,200,000
# of payment milestone deliverables:	4
Payment milestone deliverable amount:	\$1,300,000
Acceptance of major milestone deliverable (1/2 holdback)	\$ 650,000

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SCHEDULE A – ATTACHMENT 1:**

PROJECT IMPLEMENTATION SUMMARY

Remaining holdback through System Acceptance

\$ 650,000

Estimated MMD 3 Payment Schedule – Release 2

WBS #	Task Name	Payment Type	Estimated Date	Payment Amount	Deliverable(s)
5.2.4	Demonstration of Release 2 (R2) Web Portal and Internet Self Service Components in Test Environment	PMD	4/8/10	\$1,300,000	PMD includes: <ul style="list-style-type: none"> Demonstration of completed R2 Portal components in a test environment.
5.4	Demonstration of completed R2 system components in Test environment	PMD	9/7/10	\$1,300,000	PMD includes: <ul style="list-style-type: none"> Demonstration of all completed R2 components in a test environment.
5.5.3.4	User Acceptance Complete	PMD	10/22/10	\$1,300,000	PMD includes: <ul style="list-style-type: none"> Successful user acceptance testing of all R2 components.
5.7	Release 2 Complete - All MMD 3 deliverables complete.	PMD + MMD (½ Holdback)	1/19/11	\$1,300,000 + 650,000 \$1,950,000	MMD includes: <ul style="list-style-type: none"> Complete list of MMD 3 Deliverables (see table below)

List of MMD 3 Deliverables – Release 2

<ul style="list-style-type: none"> The Contractor shall commence work on MMD 4 – Release 3 upon receipt of authorization to proceed
<ul style="list-style-type: none"> Updated project plan (release)
<ul style="list-style-type: none"> Monthly project status reports
<ul style="list-style-type: none"> System installation and configuration documentation (in accordance with the approved technical and operational plan completed in MMD 1)
<ul style="list-style-type: none"> Updated disaster recovery plan
<ul style="list-style-type: none"> Fully configured CIVLS software, including source and object code along with associated documentation provided to State
<ul style="list-style-type: none"> As-deployed CIVLS software configuration documentation (in TFS)
<ul style="list-style-type: none"> Data conversion scripts
<ul style="list-style-type: none"> Requirements based test cases and scripts
<ul style="list-style-type: none"> Functional, system and integration testing results
<ul style="list-style-type: none"> Data conversion test results
<ul style="list-style-type: none"> User acceptance test results
<ul style="list-style-type: none"> Updated Service Level Agreement (SLA)
<ul style="list-style-type: none"> Bug and issue tracking list (in TFS)

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY**

List of MMD 3 Deliverables – Release 2
• Training and related training materials (includes 2,300 man hours to customize and deliver CIVLS training materials, including training manuals, online help and computer based training)
• Updated organizational change management plan
• Documented operational procedures and training
• Help desk procedures, documentation and training
• Upgrades to hardware and software infrastructure, as appropriate
• Two cutover mock conversion rehearsals
• Final cutover, go live and transition activities
• Cutover stabilization support for two weeks post go live
• Notice of completion for MMD 3 – Release 2

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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY

MMD 4: Release 3 – Driver Related Functionality (WBS 6.0)

This phase of the Project is the third implementation of CIVLS software, focusing on driver related functionality. CIVLS, document management and web portal software shall be configured to meet the CIVLS Solution Requirements and deployed into a production environment. The specific components of CIVLS to be implemented shall be defined in the system release plan completed in MMD 1, which shall include:

- Driver Services components
- Other components which may be mutually agreed to after completion of MMD 1
- Components in prior Releases may carry through to this and subsequent Releases

Total MMD 4 deliverable payment milestone value:	\$5,254,600
20% Holdback	<u>(1,050,920)</u>
Total payment milestone deliverables	\$4,203,680
# of payment milestone deliverables:	4
Payment milestone deliverable amount:	\$1,050,920
Acceptance of major milestone deliverable (1/2 holdback)	\$ 525,460
Remaining holdback through System Acceptance	\$ 525,460

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
CONNECTICUT INTEGRATED VEHICLE AND LICENSING SYSTEM (“CIVLS”)
MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY
Estimated MMD 4 Payment Schedule – Release 3**

WBS #	Task Name	Payment Type	Estimated Date	Payment Amount	Deliverable(s)
6.2.3	Demonstration of Release 3 (R3) Web Portal and Internet Self Service Components in Test Environment	PMD	9/9/10	\$1,050,920	PMD includes: <ul style="list-style-type: none"> Demonstration of completed R3 Portal components in a test environment.
6.4	Demonstration of completed R3 system components in Test environment	PMD	5/17/11	\$1,050,920	PMD includes: <ul style="list-style-type: none"> Demonstration of all completed R3 components in a test environment.
6.5.3.4	User Acceptance Complete	PMD	7/7/11	\$1,050,920	PMD includes: <ul style="list-style-type: none"> Successful user acceptance testing of all R3 components.
6.8	Release 3 Complete - All MMD 5 deliverables complete.	PMD + MMD (½ Holdback)	10/31/11	\$1,050,920 + 525,460 \$1,576,380	MMD includes: <ul style="list-style-type: none"> Complete list of MMD 4 Deliverables (see table below)

List of MMD 4 Deliverables – Release 3
• The Contractor shall commence work on MMD 5 – Release 4 upon receipt of authorization to proceed
• Updated project plan (release)
• Monthly project status reports
• System installation and configuration documentation (in accordance with the approved technical and operational plan completed in MMD 1)
• Updated disaster recovery plan
• Fully configured CIVLS software, including source and object code along with associated documentation provided to the State
• As-deployed CIVLS software configuration documentation (in TFS)
• Data conversion scripts
• Requirements based test cases and scripts
• Functional, system and integration testing results
• Data conversion test results
• User acceptance test results
• Updated Service Level Agreement (SLA)
• Bug and issue tracking list (in TFS)

STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
CONNECTICUT INTEGRATED VEHICLE AND LICENSING SYSTEM (“CIVLS”)
MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY

List of MMD 4 Deliverables – Release 3
• Training and related training materials (includes 2,300 man hours to customize and deliver CIVLS training materials, including training manuals, online help and computer based training)
• Updated organizational change management plan
• Documented operational procedures and training
• Help desk procedures, documentation and training
• Upgrades to hardware and software infrastructure, as appropriate
• Two cutover mock conversion rehearsals
• Final cutover, go live and transition activities
• Cutover stabilization support for two weeks post go live
• Notice of completion for MMD 4 – Release 3

STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY

**MMD 5: Release 4 – Completion of all final CIVLS components
(WBS 7.0)**

This phase of the Project is the final implementation of CIVLS software, focusing on all final outstanding issues. CIVLS shall be configured to meet the CIVLS Solution Requirements and deployed into a production environment. The specific components of CIVLS to be implemented shall be defined in the system release plan, which shall include:

- Any outstanding integrations and configurations based on the final configuration of the overall CIVLS solution
- Final document management and imaging components
- Final internet self-service components
- Final web portal components
- Any other components which may be mutually agreed to after completion of MMD 1
- Components in prior Releases may carry through to this Release.

Total MMD 5 deliverable payment milestone value:	\$1,000,000
20% Holdback	(<u>200,000</u>)
Total payment milestone deliverables	\$ 800,000
# of payment milestone deliverables:	3
Payment milestone amount:	\$266,667
Acceptance of major milestone deliverable (1/2 holdback)	\$ 100,000
Remaining holdback through System Acceptance	\$ 100,000

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY
Estimated MMD 5 Payment Schedule – Release 4**

WBS #	Task Name	Payment Type	Estimated Date	Payment Amount	Deliverable(s)
7.1.4	Release 4 (R4) - System Development Complete (demonstration in Test)	PMD	12/23/11	\$266,667	PMD includes: <ul style="list-style-type: none"> Demonstration of all completed R4 components in a test environment.
7.2.3.4	User Acceptance Complete	PMD	2/13/12	\$266,667	PMD includes: <ul style="list-style-type: none"> Successful user acceptance testing of all R4 components.
7.5	Release 4 Complete - All MMD 5 deliverables complete.	PMD + MMD (½ Holdback)	5/30/12	\$266,667 + 100,000 \$366,667	MMD includes: <ul style="list-style-type: none"> Complete list of MMD 5 Deliverables (see table below)

List of MMD 5 Deliverables – Release 4
• The Contractor shall commence work on MMD 6 – Final System Acceptance upon receipt of authorization to proceed
• Updated project plan (release)
• Monthly project status reports
• System installation and configuration documentation (in accordance with the approved technical and operational plan completed in Task 1)
• Updated disaster recovery plan
• Fully configured CIVLS software, including source and object code and associated documentation provided to the State
• As-deployed CIVLS software configuration documentation (in TFS)
• Data conversion scripts
• Requirements based test cases and scripts
• Functional, system and integration testing results
• Data conversion test results
• User acceptance test results
• Updated Service Level Agreement (SLA)
• Bug and issue tracking list (in TFS)
• Training and related training materials (includes 2,300 man hours to customize and deliver CIVLS training materials, including training manuals, online help and computer based training)
• Updated organizational change management plan
• Documented operational procedures and training
• Help desk procedures, documentation and training
• Upgrades to hardware and software infrastructure, as appropriate
• Two cutover mock conversion rehearsals

STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
CONNECTICUT INTEGRATED VEHICLE AND LICENSING SYSTEM (“CIVLS”)
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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY

List of MMD 5 Deliverables – Release 4
• Final cutover, go live and transition activities
• Cutover stabilization support for two weeks post go live
• Notice of completion for MMD 5 – Release 4

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SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY**

MMD 6: Final System Acceptance (WBS 8.0)

This task is the final System Acceptance of the fully deployed CIVLS.

Total MMD 6 deliverable payment milestone value: \$ 50,000

Plus release of final holdbacks:

MMD 1	\$195,000
MMD 2	\$625,000
MMD 3	\$650,000
MMD 4	\$525,460
MMD 5	\$100,000

Holdbacks being released upon acceptance: 2,095,460

Total milestone deliverable payment: \$2,145,460

Estimated payment date 07/19/12

List of MMD 6 Deliverables – Final Acceptance
• The Contractor shall commence work on MMD 7 – Project close upon receipt of authorization to proceed
• Final requirements based user acceptance test cases and scripts
• Final user acceptance test results
• Bug and issue tracking list (in TFS)
• Final as-deployed CIVLS software configuration documentation (in TFS)
• Updated Service Level Agreement (SLA)
• Updated/final organizational change management plan
• Updated/final documented operational procedures and training
• Updated/final help desk procedures documentation and training
• Updated/final hardware and software as appropriate
• Final notice of system acceptance

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
SCHEDULE A – ATTACHMENT 1:
PROJECT IMPLEMENTATION SUMMARY**

MMD 8: Warranty Liquidation

This task represents all services set forth during the Warranty Period. It shall also include 3,352 hours of CIVLS Additional Enhancements, as set forth in the Agreement to be performed at the direction of the State, which services may be utilized at any time during any Term of this Agreement.

MMD 8 deliverable payment milestone value: \$ 821,100

Estimated performance period 06/12 to 06/13

Duration (# monthly payments) 12 months

Monthly payments: \$ 68,425 (starting 07/20/12)

List of MMD 8 Deliverables – Warranty
• Bug and issue tracking list (in TFS)
• System fixes as required by Warranty
• 3,352 man hours of Additional Enhancements
• Updated system and configuration documentation, as appropriate (in TFS)
• Monthly reports of bugs, issues and enhancements
• Notice of completion of Warranty period and final report

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CONNECTICUT INTEGRATED VEHICLE AND LICENSING SYSTEM (“CIVLS”)
MODERNIZATION PROGRAM – REFERENCE NO. 08ITZ0069MA
Schedule A Attachment 2 – Product Schedule**

**STATE OF CONNECTICUT, DEPARTMENT
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CONNECTICUT INTEGRATED VEHICLE
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NO. 08ITZ0069MA**

**Schedule A Attachment 2
Product Schedule**

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
CONNECTICUT INTEGRATED VEHICLE AND LICENSING SYSTEM (“CIVLS”)
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Schedule A Attachment 2 – Product Schedule**

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**may require adjustment as a result of S.V.P.*

**State of Connecticut, Department of Information Technology
Connecticut Integrated Vehicle and Licensing System (“CIVLS”)
Modernization Program - Reference No. 08ITZ0069MA
Schedule A Attachment 2 - Product Schedule**

WORKSHEET 1 - CIVLS SYSTEM COSTS

Line #	Cost Category	Price
100	CIVLS base solution components, including the following (per Schedule A) and associated Contractor Responsibilities. <ul style="list-style-type: none"> • Customer • Compliance • Vehicle Services: Title and Registration • Driver Services: Credentialing and Sanctioning • Permits • Fiscal Management • Business Partner Services • Records Management • Inventory Control • Audits • Inspections and Enforcements • Business Rules • Reporting capabilities • Forms and Correspondence • Training • Data Requirements • Interfaces • Application Lifecycle • System Operations and Management • DoIT compliance 	\$ 20,151,900
101	CIVLS solution component – License and Manage Regulated Businesses - and associated Contractor Responsibilities.	NSP
102	CIVLS solution component – Hearing and Appeals - and associated Contractor Responsibilities.	NSP
103	CIVLS solution component – Business Intelligence - and associated Contractor Responsibilities.	NA
104	CIVLS solution component – Document Management - and associated Contractor Responsibilities.	\$ 797,500
105	CIVLS solution component – Workflow and Case Management - and associated Contractor Responsibilities.	NSP
106	CIVLS solution component – Appointment / Scheduling - and associated Contractor Responsibilities.	NSP
107	CIVLS solution component – Internet Self-Service - and associated Contractor Responsibilities.	\$ 457,400
108	CIVLS solution component – Web Portals - and associated Contractor Responsibilities.	\$ 548,900
199	TOTAL	\$ 21,955,700

WORKSHEET 2 – ONGOING SUPPORT & MAINTENANCE COSTS

Line #	Cost Category	Price
200	CIVLS Solution Warranty Period	02/28/12-02/28/13
201	CIVLS enhancement charges – specify hours included and per hour cost	3352 hrs/\$110.
202	For Line #100, biennial maintenance cost	\$ 1,344,000
203	For Line #100, technical support 24x7	\$ 2,198,400
204	For Line #101, biennial maintenance cost	NSP
205	For Line #101, technical support 24x7	NSP
206	For Line #102, biennial maintenance cost	NSP
207	For Line #102, technical support 24x7	NSP
208	For Line #103, biennial maintenance cost	NSP
209	For Line #103, technical support 24x7	NSP
210	For Line #104, biennial maintenance cost	NSP
211	For Line #104, technical support 24x7	NSP
212	For Line #105, biennial maintenance cost	NSP
213	For Line #105, technical support 24x	NSP
214	For Line #106, biennial maintenance cost	NSP
215	For Line #106, technical support 24x7	NSP
216	For Line #107, biennial maintenance cost	NSP
217	For Line #107, technical support 24x7	NSP
218	For Line #108, biennial maintenance cost	NSP
219	For Line #108, technical support 24x7	NSP
299	TOTAL	\$ 3,542,400

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Hardware Infrastructure										
Line #	Manufacturer	Functional Description	Product Description	License Model	Price	Maintenance	Validity Dates	Status	SAIC Notes	State Notes
1	Dell	Small Server	Dell 1950V3 No OS	Server	\$ 7,476.91	3 yrs included in price	4-May-09		2 dual Core CPUs 3.0 Ghtz with 4 gig of memory. SMALL SERVER	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
2	Dell	Small Server	Dell 1950V3 with Win2k03 STD	Server	\$ 8,230.56	3 yrs included in price	4-May-09		2 dual Core CPUs 3.0 Ghtz with 4 gig of memory.	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
3	Dell	Small Server	Dell 1950V3 with Win2k08 STD	Server	\$ 8,230.56	3 yrs included in price	4-May-09		2 dual Core CPUs 3.0 Ghtz with 4 gig of memory.	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
4	Dell	Medium Server	Dell 2950 Windows 2008 No OS	Server	\$ 8,637.65	3 yrs included in price	7-May-09		Dell 2950 2 x 4 Quad Core 3.16 GHz with 8 Gig of Memory	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
5	Dell	Large Server	Dell 2950V3 No OS	Server	\$ 9,661.10	3 yrs included in price	4-May-09		2 quad Core 3.0 Ghtz CPUs with 32 gig of RAM	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
6	Dell	Large Server	Dell 2950V3 with Win2k03 ADV	Server	\$ 13,149.16	3 yrs included in price	4-May-09		2 quad Core 3.0 Ghtz CPUs with 32 gig of RAM	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
7	Dell	Large Server	Dell 2950V3 with Win2k08 ENT	Server	\$ 13,149.16	3 yrs included in price	4-May-09		2 quad Core 3.0 Ghtz CPUs with 32 gig of RAM	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
8	Dell	Large Server	Dell 2950V3 with Win2k08 ADV + SQL 08 Std with CALS	Server	\$ 24,463.41	3 yrs included in price	4-May-09		2 quad Core 3.0 Ghtz CPUs with 32 gig of RAM	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
9	Dell	VM Server	Dell R900 No OS	Server	\$ 22,423.59	4 yrs included in price	4-May-09		4 6 core 3.16 Ghtz CPUs with 64 gig of RAM	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
10	Dell	VM Server	Dell R900 with VMWare ESX	Server	\$ 44,167.29	4 yrs included in price + 3 yrs for Vmware	4-May-09		4 6 core 2.4 Ghtz CPUs with 64 gig of RAM	09ITZ0008 - expires 4/12/2009 and/or 08ITZ0098 - expires 12/11/2009
11	Cisco	Network Connectivity	MDS 9124 8PORTS ACTIVE PWR CORD CSCO KIT NA	Unit	\$ 2,270.10		27-Mar-09			06ITZ0034 - expires 5/21/2009
12	Cisco	Network Connectivity	UPG MDS 9124 8X4G FC SW SFPS WITH 8PORT LIC S E-DELIVERY	Unit	\$ 1,584.70		27-Mar-09			06ITZ0034 - expires 5/21/2009
13	Cisco	Network Connectivity	MDS 9124 POWER SUPPLY	Unit	\$ 379.50		27-Mar-09			06ITZ0034 - expires 5/21/2009
14	Cisco	Backup Infrastructure	US ONLY SMARTNET 24X7 4HR MDS 9124 8PORTS ACTIVE NA PWR CORD	Annual Support	\$ 508.30		27-Mar-09			06ITZ0034 - expires 5/21/2009
15	Cisco	Backup Infrastructure	US ONLY SW APP SUP + UPG MDS 9124 ON-DEMAND PORTS 4GBPS ACT LIC Product stocked by manufacturer. Delivery times vary.	Annual Support	\$ 69.00		27-Mar-09			06ITZ0034 - expires 5/21/2009
16	Cisco	Backup Infrastructure	HB-2460E - Fiber HBA Card	Unit	\$ 1,037.30		26-Apr-09			06ITZ0034 - expires 5/21/2009
17	Cisco	Backup Infrastructure	HB-2460E - Fiber HBA Card 3 Year Support	Unit	\$ 448.50		26-Apr-09			06ITZ0034 - expires 5/21/2009
18	EMC	SAN	Disks/Arrays for EMC Clarion Product Line	Unit	NA		To be priced upon customer specification		Price budget only - to be purchased by State, per 4-09-09 email.	Unknown
19	DataDomain	Backup Infrastructure	DD530 System, DD530,NFS,CFS,NDMP Server	Unit	\$ 51,750.00		30-May-09			Unknown
20	DataDomain	Backup Infrastructure	5-PLAT-530 - Platinum Service, DD530, 7x24xNBD, 3yr	Unit	\$ 21,114.00		30-May-09			Unknown
21	DataDomain	Backup Infrastructure	C-DD530-ADD3TB Option, DD530, Incl. Lic.; 6HDD (3 TB)	Unit	\$ 28,750.00		30-May-09			Unknown
22	DataDomain	Backup Infrastructure	S-PLAT-530-ADD3TB Platinum Service, DD530-ADD3TB,7x24xNBD, 3yr	Unit	\$ 5,899.50		30-May-09			Unknown
23	DataDomain	Backup Infrastructure	5 S-INSTALL-500 Installation Service for DD500 Systems	Unit	\$ 2,875.00		30-May-09			Unknown
24	DataDomain	Backup Infrastructure	LIC-REP-530 License, Replicator, DD530 (per system)	Unit	\$ 6,900.00		30-May-09			Unknown

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25	DataDomain	Backup Infrastructure	S-REP-PLAT-DD530 S/W Support, Repl, Plat, 7x24xNBD	Unit	\$ 2,794.50		30-May-09			Unknown
26	Cisco	Network Connectivity	Cisco 3XXX Network Switch	Unit	\$ 7,286.40	3 yrs included in price	26-Apr-09			06ITZ0034 - expires 5/21/2009
27	Cisco	Network Connectivity	Optical Cable, LC/LC, 1 meter, Orange (16)	Unit	\$ 72.45		26-Apr-09			06ITZ0034 - expires 5/21/2009
28	Cisco	Network Connectivity	Optical Cable, LC/LC, 5 meter, Orange (40)	Unit	\$ 72.45		26-Apr-09			06ITZ0034 - expires 5/21/2009
29	Cisco	Network Connectivity	QLogic HBA, FC, 4Gb, 1 port, PCI-E	Unit	\$ 1,037.30		27-Apr-09			06ITZ0034 - expires 5/21/2009
30	Dell	Rack	42U Computer Rack	Unit	\$ 1,394.98		26-Apr-09			Unknown
31	APC	Backup Infrastructure	UPS - Battery Backup System	Unit	NA			To be priced upon customer specification		Unknown
202	Dell	HBA card for Servers to connect to SAN	2-Port 8 Gb PCI Express Fibre Channel Host Bus Adapter (A1568281)	Unit	\$ 1,518.56		29-May-09		One card for each server to connect to SAN via Fiber.	

Software

Line #	Manufacturer	Functional Description	Description	License Model	Price	Maintenance	Validity Dates	Status	Notes	
32	Microsoft	Operating System	Windows 2003 Std	Server	\$ 315.97	3 yrs SA included in price (assumes no maintenance agreement)	30-Jun-09		This will be a downgrade from 2008 Std to Windows 2003 for any servers that need to run 2003.	03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
33	Microsoft	Operating System	Windows 2003 Ent	Server	\$ 1,024.78	3 yrs SA (assumes no maintenance agreement)	30-Jun-09		This will be a downgrade from 2008 Std to Windows 2003 for any servers that need to run 2003.	03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
34	Microsoft	Operating System	Windows 2008 Std	Server	\$ 315.97	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
35	Microsoft	Operating System	Windows 2008 Ent	Server	\$ 1,024.78	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
36	Microsoft	Operating System	Windows 2008 Server CAL	Client	\$ 10.66	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
37	Microsoft	Database License	SQL 2005 Std	Server	\$ 389.99	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
38	Microsoft	Database License	SQL 2005 Enterprise Per Proc	Socket (Physical CPU)	\$ 10,388.17	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
39	Microsoft	Database License	SQL 2008 Standard CAL	Client	\$ 59.81	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
40	Microsoft	Database License	SQL 2008 Enterprise Per Processor	Socket (Physical CPU)	\$ 10,388.17	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
41	Microsoft	Database License	SQL 2008 Std	Server	\$ 389.99	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
42	Microsoft	Portal Software	SharePoint Server Standard CAL	Client	\$ 34.30	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010

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43	Microsoft	Portal Software	SharePoint Server Enterprise CAL	Client	\$ 33.21	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
44	Microsoft	Portal Software	SharePoint Portal Server 2007 Standard	Server	\$ 1,946.12	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
45	Microsoft	Portal Software	Microsoft Office SharePoint Server 2007 for Internet sites	Server	\$ 17,983.84		30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
46	Microsoft	Messaging	BizTalk Server 2006 R2 Std. per Proc	Socket (Physical CPU)	\$ 3,732.83	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
47	Microsoft	Messaging	BizTalk Server 2006 R2 Ent. per Proc	Socket (Physical CPU)	\$ 15,372.57	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
48	Microsoft	Monitoring	Systems Center Operations Manager Server	Server	\$ 251.85	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
49	Microsoft	Monitoring	Systems Center Operations Manager Enterprise OML	Client	\$ 187.88	3 yrs SA (assumes no maintenance agreement)	30-Jun-09			03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
121	Microsoft	Office	Office Professional Plus 2007	Clint	\$ 160.07		30-Jun-09		Includes Access, Excel, Powerpoint, Publisher, Word, Communicator, InfoPath	03ITZ0211AB expires 5/31/2010 or 04ITZ0037AC expires 5/31/2010
50	McAfee	Anti-Virus	McAfee VirusScan Enterprise /EPO Ver 8.5.0i	Server	\$ 23.46		30-Apr-09			05ITZ0062 expires 9/30/2009
129	McAfee	Disk Encryption	McAfee Endpoint Encryption for Files and Folders - license	Server	\$ 34.41		30-Apr-09			
51	UpTime Software	Monitoring	Uptime Monitoring Agent Station License	Server	\$ 2,869.25		29-Apr-09			Unknown
52	UpTime Software	Monitoring	Uptime Windows Server License	Server	\$ 454.25		29-Apr-09			Unknown
53	UpTime Software	Monitoring	Uptime Windows Unlimited Client Support Annual cost	Server	\$ 363.40		29-Apr-09			Unknown
54	Symantec	Backup Software	Symantec Backup Exec File Server Agent for Windows Server	Server	\$ 550.31	3 years included	30-Apr-09			No
55	Symantec	Backup Software	Symantec Backup Exec SQL Agent	Server	\$ 908.96	3 years included	30-Apr-09			No
56	Symantec	Backup Software	Symantec Backup Exec SharePoint Agent	Server	\$ 908.96	3 years included	30-Apr-09			No
57	Symantec	Backup Software	Symantec System Server Recovery 8.5	Server	\$ 716.58	3 years included	30-Apr-09			No
58	Symantec	Backup Software	Symantec Back Up Agent for Virtual Server	Server	\$ 2,262.68	3 years included				No
59	Alfresco	Imaging	XLS/XML Formatting Production	Socket (Physical CPU)	\$ 69,000.00	3 year support included	31-May-09			No
60	Alfresco	Imaging	XLS/XML Formatting Production - DR Site	Socket (Physical CPU)	\$ 69,000.00	3 year support included	31-May-09			No
61	Alfresco	Imaging	XLS/XML Formatting Production - QA Test	Socket (Physical CPU)	\$ 17,250.00	3 year support included	31-May-09			No
62	Antenna House	Print Software	Antenna House Formatter V5.0 with Support for	Socket (Physical CPU)	\$ 8,050.00		30-Jun-09			No
63	Antenna House	Print Software	Additional Processor - Antenna House Formatter	Socket (Physical CPU)	\$ 6,440.00		30-Jun-09			No
64	Antenna House	Print Software	AFA-M Annual Maintenance for Antenna House Formatter with Support for XSL & CSS	Annual Support	\$ 1,207.50		30-Jun-09			No
65	Antenna House	Print Software	AFA-M-AP Annual Support for Antenna House Formatter with	Socket (Physical CPU)	\$ 966.00		30-Jun-09			No

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66	Splunk	Monitoring	Splunk Enterprise Perpetual, 10 GB/day	10GB per Day	\$ 40,250.00	\$7,000 per year.	4-May-09		No
67	Business Objects	Reporting Software	1600137 BUS CRY REPORTS SRV 2008 WIN 10 CAL 10343 .8910343.89 Mfg#: CDL-7008058	Server	\$ 11,894.45		27-May-09		05ITZ0062 expires 9/30/2009
68	Business Objects	Reporting Software	1600161 BUS CRY REPORT SRV 2008 SUP 10 C ENT	Annual Support	\$ 2,617.00		27-May-09		05ITZ0062 expires 9/30/2009
130	IBM	Messaging	IBM WebSphere MQ - license	Processor Value Units	\$ 8,676.29		30-Apr-09	Pricing based upon 140 Processor Value Units. End User MUST be enrolled in the IBM passport program as a GOV level agreement in order to purchase	
Tools									
Line #	Manufacturer	Functional Description	Description	License Model	Price	Maintenance	Validity Dates	Status	Notes
69	Microsoft	Development Tools	Visual Studio Team System 2008 - Team Suite with MSDN Premium	Server	\$ 3,750.86	3 yrs SA (assumes no maintenance agreement)	30-Jun-09		05ITZ0062 expires 9/30/2009
70	Microsoft	Development Tools	Visual Studio Team System 2008 - Developer Edition with MSDN Premium	Client	\$ 1,875.90	3 yrs SA (assumes no maintenance agreement)	30-Jun-09		05ITZ0062 expires 9/30/2009
71	Microsoft	Development Tools	Visual Studio 2008 Professional Edition with MSDN Premium	Client	\$ 900.47	3 yrs SA (assumes no maintenance agreement)	30-Jun-09		05ITZ0062 expires 9/30/2009
72	Microsoft	Project Management Tools	Office Project Server 2007 License	Server	\$ 5,422.77	3 yrs SA (assumes no maintenance agreement)	30-Jun-09		05ITZ0062 expires 9/30/2009
73	Microsoft	Project Management Tools	Office Project Server 2007 CAL	Client	\$ 196.42	3 yrs SA (assumes no maintenance agreement)	30-Jun-09		05ITZ0062 expires 9/30/2009
74	Microsoft	Project Management Tools	Office Project Professional 2007	Client	\$ 1,044.71	3 yrs SA (assumes no maintenance agreement)	30-Jun-09		05ITZ0062 expires 9/30/2009
75	Microsoft	Development Tools	Microsoft Team Foundation Server	Server	\$ 968.56	3 yrs SA (assumes no maintenance agreement)			05ITZ0062 expires 9/30/2009
76	Computer Associates	Development Tools	ERwin Data Model Validator r7.3	Client	\$ 2,114.85	3 year support included	30-Jun-09		05ITZ0062 expires 9/30/2009
77	Computer Associates	Development Tools	ERwin Modeling Ste Bndl r7.3	Client	\$ 3,393.65	3 year support included	30-Jun-09		05ITZ0062 expires 9/30/2009
78	Computer Associates	Development Tools	ERwin Data Modeler r7.3	Client	\$ 1,936.60	3 year support included	30-Jun-09		05ITZ0062 expires 9/30/2009
79	Authorit	Development Tools	Author-It 5 Base User License	Client	\$ 993.60		30-Apr-09		No
80	Authorit	Development Tools	Author- It 4 SQL Server Connector	Server	\$ 1,656.00		30-Apr-09		No
81	Authorit	Development Tools	AuthorIt 5 Localization Manager User License	Server	\$ 828.00		30-Apr-09		No
82	Authorit	Development Tools	AuthorIt 5 Localization Local License	Client	\$ 828.00		30-Apr-09		No
83	Authorit	Development Tools	Author-it 5 Offline Authoring License	Client	\$ 414.00		30-Apr-09		No
84	Authorit	Development Tools	Author-it 5 MIF Import User License	Client	\$ 414.00		30-Apr-09		No
85	Authorit	Development Tools	Author-it 5 Project Manager User License	Client	\$ 1,656.00		30-Apr-09		No

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86	Authorit	Development Tools	Author-it 5 Xtend Server	Server	\$ 4,140.00		30-Apr-09			No
87	Authorit	Development Tools	Author-it 5 Live	Server	\$ 24,840.00		30-Apr-09			No
88	Authorit	Development Tools	Author-it Integration Server License	Server	\$ 8,279.17		30-Apr-09			No
89	Authorit	Development Tools	Annual Maintenance Plan	Entire Environment	\$ 7,488.37		30-Apr-09			No
90	Adobe	Development Tools	Captivate	Client	\$ 867.00	Bronze support is \$350.00 per year	30-Apr-09			No
91	Altova	Development Tools	XMLSpy 2009 Enterprise Edition	Client	\$ 1,608.39	2 years in price	26-Apr-09			No
92	SmartSoft	Development Tools	SmarteScript	Server	\$ 5,744.25	1st year is included in purchase price.	29-Apr-09		Annual support = 20% of the list prices	No
93	SmartSoft	Development Tools	SmarteX	Client	\$ 2,872.13	1st year is included in purchase price.	29-Apr-09		Annual support = 20% of the list prices.	No
94	SmartSoft	Development Tools	SmarteTime	Client	\$ -	1st year is included in purchase price.	29-Apr-09		Annual support = 20% of the list prices.	No
95	SmartSoft	Development Tools	10 client access license SmarteQM/Annual	Annual License for 10	\$ 6,900.00	1st year is included in purchase price.	29-Apr-09		Annual support = 20% of the list prices.	No
96	SmartSoft	Development Tools	2000 Simulated user SmarteLoad Package	Server	\$ 35,190.00	1st year is included in purchase price.	29-Apr-09		Annual support = 20% of the list prices.	No
97	Pervasive	Development Tools	V9.x Data Integrator Pro 5 Developer Pack;	5 single Developer licenses	\$ 28,462.50		27-Apr-09			No
140	Adobe	Development Tools	ADOBE Robo Help software	Client	\$ 1,072.19		20-May-09			
141	HiSoftware	Development Tools	ACC Verify. SharePoint Sheriff Server subscription annual	Server / Annual	\$ 13,196.25		17-May-09		License for 508 Accessibility compliance for SharePoint Portal tool and templates	
142	HiSoftware	Development Tools	AccRepair for SharePoint Designer subscription license - single	Server / Annual	\$ 972.61		17-May-09		License for SharePoint Designer plug in to build Compliant forms and apps.	
Peripherals										
Line #	Manufacturer	Functional Description	Description	License Model	Price	Maintenance	Validity Dates	Status	Notes	
98	All Things POS	Cash Drawer	APG T554-BL1616 Series 100 16" W x 16.7" D x 4.9" H, USB interface Cash Drawer. Includes cable & media slots. Color: black .	Unit	\$ 247.48		27-Mar-09			No
99	All Things POS	Cash Drawer	APG PK-27-BX Under Counter Mounting Bracket, for use with Classic and 100	Unit	\$ 40.25		27-Mar-09			No
100	KoFax	Capture Software	Ascent Capture (Enterprise) Version 8	Server	\$ 10,344.25	Maint is 20% of list per year	30-Jun-09			No
101	KoFax	Capture Software	Ascent Concurrent Client (Enterprise) Version 8	Client	\$ 3,312.00	Maint is 20% of list per year	30-Jun-09			No
102	KoFax	Capture Software	Virtual Re-Scan Pro Desktop Scan	Unit	\$ 747.50	Maint is 20% of list per year	30-Jun-09			No
103	KoFax	Capture Software	Virtual Re-Scan Pro Production SCSI	Unit	\$ 2,817.50	Maint is 20% of list per year	30-Jun-09			No

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104	KoFax	Capture Software	Virtual Re-Scan Pro Departmental SCSI	Unit	\$ 1,667.50	Maint is 20% of list per year	30-Jun-09			No
105	Panasonic	Scanner	High-Speed Workgroup Scanner	Unit	\$ 1,144.25		30-Jun-09			No
106	Panasonic	Scanner	High-Speed Production Scanner	Unit	\$ 24,834.25		30-Jun-09			No
107	Panasonic	Scanner	High-Speed Departmental Scanner	Unit	\$ 5,974.25		30-Jun-09			No
108	WASP	Bar Code Scanner	Bar-code scanner kit. Complete pkg.	Unit	\$ 320.85		30-Jun-09			No
109	WASP	Bar Code Scanner	Wireless Scanner Kit	Unit	\$ 862.50		30-Jun-09		Allows a user to scan barcode from 160 ft away from the PC	No
110	WASP	Bar Code Printer	Desktop Barcode Label Printer	Unit	\$ 481.85		30-Jun-09			No
122	Data Logic	Bar Code Scanner	DataLogic Touch65 PRO Handheld 256-scan sec Decoded Barcode Scanner (A1204696)	Unit	\$ 142.01		13-May-09			
123	VeriFone	Printer	VeriFone Printer 900 - Receipt printer - B W - dot-matrix - 8 pin - Up to 3.7 lines sec (A0386987)	Unit	\$ 230.51		13-May-09			
124	VeriFone	PIN Pad	VeriFone MX830 Wired Serial USB Signature Terminal w LCD Display (A1302572)	Unit	\$ 568.09		13-May-09			
125	MagTek	Check Reader	MagTek MiniMICR Check Reader USB Interface and No MSR - Requires Cable - Color- Dark Gray- requires cable 22517583 (A0160375)	Unit	\$ 196.64		13-May-09			
126	Dell	Printer	Dell 2230d Laser Printer (224-5818)	Unit	\$ 265.82	3 Year ProSupport for End Users and 3 Year NBD On-site Service	13-May-09		Based upon a quantity of 200 units.	
127	Dell	Desktop	OptiPlex 740 Small Form Factor AMD ATHLON™ 4450B (2.3GHz CPU, 512KBX2, 2 Gig RAM, 80 gig HD, 19" flat panel, Windows XP OS	Unit	\$ 851.25	3 Year ProSupport for End Users and 3 Year NBD On-site Service	13-May-09		Based upon a quantity of 400 units.	
128	Dell	Fingerprint scanner	PRECISE BIOMETRICS 250MC USB FINGERPRINT AND SMART CARD READER (A1758737)	Unit	\$ 399.84		17-May-09		Based upon a quantity of 200 units.	
131	Dell	Double sided scanner	DR-2580C COL SCAN 25PPM-600DPI USB 2.0 (A0600468)	Unit	\$ 998.76	2 years in price	17-May-09		Based upon a quantity of 200 units.	
132	Dell	Barcode Scanner	1922B001 Scanner Barcode Decoder (A2058467)	Unit	\$ 163.86		17-May-09		Based upon quantity of 200. This is an add on module for the scanner that is designed to read license barcodes specifically.	
133	Dell	Developer Workstation (High End)	Dell Precision T5400 (Developer)	Unit	\$ 2,822.04	3 Years in price.	20-May-09		Developer workstation quad core 4 gig memory 750gig HD dual 22 inch display	
134	Dell	VM License for Developer Workstation	VM Workstation 6.0	Client (1) 5-Pack	\$ 982.16		20-May-09		VmWare license for developer workstation to allow VM images	
135	Dell	Developer Workstation	Dell Precision T3400 (Power User)	Unit	\$ 1,745.70	3 Years in price.	20-May-09		Power user workstation quad core 4 gig memory 500 gig HD 19 inch display.	
136	Dell	Server / Rack component	KVM Console with Touchpad Keyboard and 17 LCD, Rapid Rails, Customer Install	Unit	\$ 3,754.19	3 Years in price.	17-May-09		Keyboard mouse and LCD display for rack servers	
137	CDW-G	Cable	TRIPP 16 FT USB 2.0 CERTIFIED ACTIVE Cable	Unit	\$ 17.12		20-May-09		Based upon a quantity of 200. Cable for handheld scanner	
138	CDW-G	Signature Pad	INTERLINK EPAD INK USB w INTEGRASIGN	Unit	\$ 339.25	30 Day	20-May-09		Based upon quantity of 200. Stand alone USB signature pad	
139	CDW-G	Handheld Barcode / Document Scanner	SYMBOL DS6707	Unit	\$ 305.90		20-May-09		Based upon a quantity of 200 units.	
153	Lexmark	Back Office Printer	Lexmark T64X 500SHT DRAWER	Unit	\$ 283.67		22-May-09			

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154	Lexmark	Back Office Printer	LEXMARK T642N 45 PPM 8.5 X 14	Unit	\$ 673.75		22-May-09		
155	Lexmark	Back Office Printer	LEXMARK 3 YR ONSITE REPAIR T642X	Unit	\$ 519.72		22-May-09		
156	Lexmark	Batch Printer	LEXMARK W840DN 50PPM 11x17	Unit	\$ 3,629.58		22-May-09		
157	Lexmark	Batch Printer	LEXMARK 256MB DDR DIMM	Unit	\$ 623.45		22-May-09		
158	Lexmark	Batch Printer	LEXMARK W840 2000 SHT DUAL INPUT	Unit	\$ 1,433.85		22-May-09		
159	Lexmark	Batch Printer	LEXMARK ON SITE REPR 3YR WTYON W840	Unit	\$ 1,947.08		22-May-09		
160	Avocent	KVM switch for Rack Servers	AVOCENT 16 Port Dual UPD 2USB KVM Switch	Unit	\$ 946.61		22-May-09		Will need 2 per rack for a total of 6; this might change in SVP.
161	Avocent	1 Yr Maintenance contract on KVM switch	AVOCENT 1 YR EXTENDED WARRANTY PLUS	Unit	\$ 211.70		22-May-09		
162	APC	UPS for Racks	APC SMART UPS RT 2000 XL RM * 5 - 2 0 P L U G	Unit	\$ 1,454.20		22-May-09		Will need 6 UPS units for racks
163	IBM	Backup Agent for Servers	Tivoli Storage Manager	Server	\$ 64.19		22-May-09		
164	Acronis	Ghost Image Software	Acronis Snap Deploy 3 Server	Server	\$ 125.61		22-May-09		
165	Acronis	Ghost Image Software	Acronis Snap Client License	Client	\$ 22.47		22-May-09		
166	Microsoft	Microsoft Windows 98 Desktop License	Microsoft Windows 98 Second Edition Retail CD & License Key	Client	\$ 56.35		22-Apr-09		License for dual boot partition.
167	Lexmark	Examiner on demand printer	Lexmark T654N printer with decal capabilities	Unit	\$ 1,329.78		22-May-09		
168	Lexmark	Examiner on demand printer	Lexmark T65x 550 Sht Tray	Unit	\$ 261.87		22-May-09		
169	Lexmark	Examiner on demand printer	Lexmark 1yr Onsite Repair	Unit	\$ 187.36		22-May-09		
170	Lexmark	Examiner on demand printer	Lexmark T654 Forms/Bar Code Card	Unit	\$ 394.35		22-May-09		
171	Panasonic	Toughbook	Toughbook 30 SL7300 160 GB 2 GB XPP	Unit	\$ 4,367.79		22-May-09		
172	Panasonic	Toughbook	PANASONIC 3 YR TOUGHBOOK PRFRD SVCS	Unit	\$ 80.76		22-May-09		
173	Panasonic	Toughbook	PANASONIC TOUGHBOOK 30 VEHICLE MOUNT PORT REPLICATOR	Unit	\$ 557.27		22-May-09		
174	Sierra	Toughbook	MP 595 - GPS RUGGED Modem	Unit	\$ 949.35		22-May-09		
175	Tripp	Toughbook	TRIPP POWER VERTER COMPACT INVERTER	Unit	\$ 99.29		22-May-09		
176	Fortec	Toughbook	FORTEC ES520 12V WEATHERIZED PWR CABLE	Unit	\$ 30.94		22-May-09		
177	Lind	Toughbook	Lind RP0520-1643 - power adapter - car	Unit	\$ 533.95		22-May-09		

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178	HP	Toughbook	Printer - HP LJP 1006	Unit	\$ 110.52		22-May-09		
179	APC	Toughbook	UBS Cables	Unit	\$ 6.90		22-May-09		Will need qty of 2 in BOM for this.
180	Larsen	Toughbook	Larsen Radial antenna for modem	Unit	\$ 54.77		4/24/09 qte date		
181	Reliable Welding	Toughbook	Mobile Printer Mount Bracket	Unit	\$ 113.85		ESTIMATE		
182	wright•line	Paramount Rack	JW842445 - FRAME: PARAMOUNT-44U-24W-45D	Unit	\$ 921.15		27-May-09		
183	wright•line	Paramount Rack	FRAME TRIM KIT: 24"W Paramount Frame Trim Kit	Unit	\$ 62.10		27-May-09		
184	wright•line	Paramount Rack	LEFT SIDE PANEL: SIDE PANEL-SOLID-44U-45D	Unit	\$ 405.95		27-May-09		
185	wright•line	Paramount Rack	RIGHT SIDE PANEL: SIDE PANEL-SOLID-44U-45D	Unit	\$ 405.95		27-May-09		
186	wright•line	Paramount Rack	FRONT DOOR: 84"HX24"W DOOR FRAME-LEFT HINGED	Unit	\$ 341.55		27-May-09		
187	wright•line	Paramount Rack	FRONT DR INSERT: 84"HX24"W FULLY PERFORATED-STD. L	Unit	\$ 100.05		27-May-09		
188	wright•line	Paramount Rack	REAR DOOR: 84"Hx24"W Split Door- Perforated	Unit	\$ 500.25		27-May-09		
189	wright•line	Paramount Rack	TOP PANEL: TP PNL-SLD-OH-HD-24W-45D	Unit	\$ 142.60		27-May-09		
190	wright•line	Paramount Rack	OPTIONS: CASTER KIT-45D FRAME	Unit	\$ 192.05		27-May-09		
191	wright•line	Paramount Rack	RACK-MOUNT RAILS: Paramount Rail - 44U - 19" EIA -	Unit	\$ 265.65		27-May-09		
192	wright•line	Vantage Rack	FRAME: Frame- 45Ux24Wx40"D	Unit	\$ 745.20		27-May-09		
193	wright•line	Vantage Rack	LEFT SIDE PANEL: Side Panel- Solid- 45Ux40D	Unit	\$ 197.80		27-May-09		
194	wright•line	Vantage Rack	RIGHT SIDE PANEL: Side Panel- Solid- 45Ux40D	Unit	\$ 197.80		27-May-09		
195	wright•line	Vantage Rack	FRONT DOOR: Door- Perforated- 45Ux24W- Left Hinge	Unit	\$ 353.05		27-May-09		
196	wright•line	Vantage Rack	REAR DOOR: Door- Split- Perforated- 45Ux24W	Unit	\$ 589.95		27-May-09		
197	wright•line	Vantage Rack	TOP PANEL: Top Panel- Solid- 24Wx40D- OHCT	Unit	\$ 59.80		27-May-09		
198	wright•line	Vantage Rack	BOTTOM PANEL: Bottom Panel- Solid- 24Wx40D	Unit	\$ 43.70		27-May-09		
199	wright•line	Vantage Rack	RACK MOUNT RAILS: 19" EIA-.375 Sqr Hole- 45U- Rail	Unit	\$ 194.35		27-May-09		
200	wright•line	Vantage Rack	CASTERS: Caster Kit- 4 Swivel Casters- 2000 lbs	Unit	\$ 97.75		27-May-09		
201	wright•line	Power Dist Units for Racks	120V 20A 60" MI Dual [24] 5-20R [2] L5-20P 10' Crd	Unit	\$ 442.75		27-May-09		
203	Dell	Front End PC speakers	DELL AX210 USB Stereo SpeakersVostro (313-6217)	Unit	\$ 19.54		29-May-09		Speakers for training PCs for on line courseware.

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204	Xerox	Backoffice Scanner	Xerox 7600 Flatbed Scanner (A1718877)	Unit	\$ 109.24		29-May-09		Scanner for back office
205	Adobe	Desktop Image Capture software	Acrobat Capture Software Version 3.0 1 User (A0135895)	Unit	\$ 294.96		29-May-09		
206	Dell	Front Office Examiner PC	OptiPlex 760 Ultra Small Form Factor Core 2 Duo E7400/2.80GHz, 3M 1066FSB 2.0GB, Non-ECC, 800MHz DDR2 1x2GB, Dell 19 in Widescreen E1909W Flat Panel, 80GB SATA 3.0Gb/s and 8MB , 24X24 CDRW/DVD Combo, Next Business Day Parts and Labor Onsite Response 4 Year Extended , Windows XP SP3	Unit	\$ 1,135.60	4 years included in price.	29-May-09		
207	HP	Desktop	HP Desktop	Unit	TBD		To be priced upon customer specification		HP Desktop to be priced based upon final State specification.
214	Sprint	Aircard	Aircard / Internet Connection	Unit / Month	\$ 63.25	NA	29-May-09		

Services and Subscriptions

Line #	Manufacturer	Functional Description	Description	License Model	Price	Maintenance	Validity Dates	Status	Notes
111	PB Software	Address Validation	PB Software/Code 1 Address Validation - Batch license Production		\$ 41,400.00		20-Aug-09		No
112	PB Software	Address Validation	PB Software/Code 1 Address Validation - Batch license Non-Production		\$ 20,700.00		20-Aug-09		No
113	PB Software	Address Validation	PB Software/Code 1 Address Validation - Data Subscription		\$ 11,270.00		20-Aug-09		No
114	NADA	Vehicle Valuation	N.A.D.A. e-Valuator Application Program Interface (API) -		\$ 1,150.00		qte date 4/3/09		No
115	NADA	Vehicle Valuation	N.A.D.A. VIN Prefix Solution		\$ 1,150.00		qte date 4/3/09		No
116	NADA	Vehicle Valuation	NADA .Net API		\$ 2,875.00		qte date 4/3/09		No
117	NADA	Vehicle Valuation	Subscription for 400 - 500K lookups		\$ 51,750.00		qte date 4/3/09		No
118	RL Polk	VIN Validation	VINA Year 1 Subscription		\$ 28,750.00		1-Jun-09		No
119	RL Polk	VIN Validation	VINA Year 2 Subscription		\$ 37,950.00		1-Jun-09		No
120	RL Polk	VIN Validation	VINA Year 3 Subscription		\$ 43,700.00		1-Jun-09		No
Key to Status									
			Valid quote						
			Updated quote requested						
			Placeholder - Awaiting customer specifications						

Optional Supplemental Services

208	Enhanced Business Intelligence and Data Warehouse Services									
	Line 103	CIVLS solution component – Business Intelligence - and associated Contractor Responsibilities						\$ 2,586,200		
	1	Business Intelligence and Data Warehouse Services are subject to a mutually agreeable statement of work and deployment architecture.								
	2	The cost of the Business Intelligence and Data Warehouse services reflects a start date no later than in the calendar year 2011.								
	3	Contractor will provide Business Intelligence and Data Warehouse services on a time and material, or quoted level of effort, basis.								
209	Extended - System Enhancement Services:									
	1	Contractor offers additional System Enhancement services which coincide with the four, two year biennial maintenance and 24/7 technical support services listed on Support & Maintenance Services tab						\$ 788,000		
	2	These System Enhancement services provide professional services related to system configuration changes, customizations and enhancements which may be required by the State post deployment.								
	3	The cost of the two year biennial System Enhancement services is \$788,000 based upon a total level of effort of 6,700 man hours.								

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	4	The cost of these system enhancement services represents only the first biennial option, anticipated to commence in calendar years 2013 - 2015. Additional terms may require an update to this Product Schedule.						
	5	Contractor will provide additional system enhancement services on a time and material, or quoted level of effort, basis.						
210	CTRAMS							
	1	Contractor offers commercial vehicle solutions based upon the 3M CTRAMS product. Pricing for the CTRAMS license is \$575,000 including one year of warranty and maintenance. Pricing is valid for 12 months from contract execution. Implementation and integration services vary depending upon State requirements, however our experience has been that a budget of approximately \$2.5M in service labor is appropriate for initial planning purposes. Contractor will provide a price for implementation and integration services based upon our rate schedule as requirements are defined.			\$	575,000		
	2	The 3M CTRAMS product uses the same framework (i.e., 3M MVS Framework, ATM) in a similar manor to the other 3M products, however to date it has only been deployed on a stand alone basis - i.e., it has not yet been deployed with other 3M products such as. Vehicle, Drivers and Dealer products. A unified implementation may require additional business process and organizational change management services.						
211	Enhanced Customer Relationship Management (CRM)							
	1	Contractor offers enhanced customer relationship management services which are to be defined in close collaboration with the State.			\$	TBD		
	2	Should the State desire, the parties will negotiate a price for CRM services based upon the State's final requirements and a mutually agreeable specific scope of work.						
	3	Contractor will develop a price for these services based upon our hourly rate schedule.						
212	Biometrics							
	1	Contractor offers biometrics services which are to be defined in close collaboration with the State			\$	TBD		
	2	Should the State desire, the parties will negotiate a price for CRM services based upon the State's final requirements and a mutually agreeable specific scope of work.						
	3	This option may be offered at a mutually agreeable price.						
213	Extended Maintenance and Support Options							
		Contractor offers two additional two-year maintenance and support options at the conclusion of the contract term and extensions (four biennial extensions) as described on Worksheet 2 and Section 2 of the contract at a mutually agreeable price.			\$	TBD		
214	DE&A	Service	Application replatforming service	TBD	TBD based on State's requirements			

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Worksheet 4 - CIVLS Labor Rates

CIVLS) Modernization Program Of the Connecticut Department of Motor Vehicles

HOURLY RATE SCHEDULE			
	Rate per Hour	Rate per Hour	Rate per Hour
	Date of Award -	December 1, 2009 -	December 1, 2010 -
Labor Category	November 30, 2009	November 30, 2010	November 30, 2011
3M Solution Integration Manager	\$175.00	\$181.00	\$187.00
3M Technical Lead	\$193.00	\$200.00	\$207.00
3M Training Lead	\$148.00	\$153.00	\$158.00
3M Trainer	\$121.00	\$125.00	\$129.00
3M Core Business Requirements Lead	\$166.00	\$172.00	\$178.00
3M Business Analyst	\$130.00	\$135.00	\$140.00
3M Developer	\$124.00	\$128.00	\$132.00
3M Product Specialist	\$148.00	\$153.00	\$158.00
3M Database Developer/Administrator	\$139.00	\$144.00	\$149.00
3M Integration Specialist	\$126.00	\$130.00	\$135.00
3M Generic Resource	\$121.00	\$125.00	\$129.00
Administrative	\$54.00	\$56.00	\$58.00
BI Team Leader	\$137.00	\$142.00	\$147.00
BI/DW DBA	\$80.00	\$83.00	\$86.00
BI/DW Developer	\$97.00	\$100.00	\$104.00
BI/DW Tester	\$80.00	\$83.00	\$86.00
Business Analysis and Requirements Lead	\$114.00	\$118.00	\$122.00
Business Analyst	\$97.00	\$100.00	\$104.00
Chief Engineer	\$178.00	\$184.00	\$190.00
Chief Security Officer	\$102.00	\$106.00	\$110.00
Configuration Management Lead	\$97.00	\$100.00	\$104.00
Data Conversion Lead	\$137.00	\$142.00	\$147.00
Senior DBA/Designer	\$80.00	\$83.00	\$86.00
DBA/Designer	\$86.00	\$89.00	\$92.00
Deputy Project Manager	\$103.00	\$107.00	\$111.00
ETL Developer	\$86.00	\$89.00	\$92.00
Helpdesk Technician	\$80.00	\$83.00	\$86.00
Imaging and Content Management Team Leader	\$137.00	\$142.00	\$147.00
Imaging and Content Management Tester	\$80.00	\$83.00	\$86.00
Imaging Developer	\$108.00	\$112.00	\$116.00
Imaging specialist	\$86.00	\$89.00	\$92.00
Infrastructure and Operations Lead	\$86.00	\$89.00	\$92.00
Operations and Maintenance Team Leader	\$86.00	\$89.00	\$92.00
Organizational Change Management Specialist	\$166.00	\$172.00	\$178.00
Portal Team Leader	\$126.00	\$130.00	\$135.00
Program Executive	\$160.00	\$166.00	\$172.00
Program Manager	\$146.00	\$151.00	\$156.00
Project Control	\$103.00	\$107.00	\$111.00
Project Manager	\$148.00	\$153.00	\$158.00
Report Builder	\$80.00	\$83.00	\$86.00
Senior Developer	\$103.00	\$107.00	\$111.00
Developer	\$86.00	\$89.00	\$92.00
Junior Developer	\$97.00	\$100.00	\$104.00
SOA and Integration Solutions Architect	\$143.00	\$148.00	\$153.00
Systems Administrator	\$86.00	\$89.00	\$92.00
Tester	\$80.00	\$83.00	\$86.00
Testing and QA Lead	\$97.00	\$100.00	\$104.00
Trainer	\$86.00	\$89.00	\$92.00
Training Team Leader	\$108.00	\$112.00	\$116.00
UI Developer	\$86.00	\$89.00	\$92.00
Usability Tester	\$97.00	\$100.00	\$104.00
Web Developer	\$97.00	\$100.00	\$104.00
Web Self Service Team Leader	\$126.00	\$130.00	\$135.00
Web Tester	\$80.00	\$83.00	\$86.00

Standard Configurations / Packages Worksheet 5 - Std. Configurations

Small Server (Web / Application)	Product Line #	Product Description	Technical Description	Cost	Notes
Server	1	Dell 1950V3 No OS	2 dual Core CPUs 3.0 Ghtz with 4 gig of memory. SMALL SERVER	\$ 7,476.91	Add HBA
HBA card for Servers to connect to SAN	202	2-Port 8 Gb PCI Express Fibre Channel Host Bus Adapter (A1568281)		\$ 1,518.56	
Operating System	35	Windows 2008 Ent		1,024.78	Upgraded to Enterprise Addition
Antivirus	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i		23.46	
Storage Manger	163	Tivoli Storage Manager		64.19	
Backup Agent	54	Symantec Backup Exec File Server Agent for Windows Server		550.31	
Monitoring Agent	49	Systems Center Operations Manager Enterprise OML		187.88	
Small Server				Total \$	10,846.09

Medium Server (Web / Application)	Product Line #	Product	Technical Description	Cost	Notes
Server	4	Dell 2950 Windows 2008 No OS	Dell 2950 2 x 4 Quad Core 3.16 GHz with 8 Gig of Memory	\$ 8,637.65	
HBA card for Servers to connect to SAN	202	2-Port 8 Gb PCI Express Fibre Channel Host Bus Adapter (A1568281)		\$ 1,518.56	
Operating System	35	Windows 2008 Ent		1,024.78	
Antivirus	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i		23.46	
Storage Manger	163	Tivoli Storage Manager		64.19	
Backup Agent	54	Symantec Backup Exec File Server Agent for Windows Server		550.31	
Monitoring Agent	49	Systems Center Operations Manager Enterprise OML		187.88	
Medium Server				Total \$	12,006.83

Large Server (Database)	Product Line #	Product	Technical Description	Cost	Notes
Server	5	Dell 2950V3 No OS	2 quad Core 3.0 Ghtz CPUs with 32 gig of RAM	\$ 9,661.10	
HBA card for Servers to connect to SAN	202	2-Port 8 Gb PCI Express Fibre Channel Host Bus Adapter (A1568281)		\$ 1,518.56	
Operating System	35	Windows 2008 Ent		1,024.78	
Antivirus	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i		23.46	

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Storage Manger	163	Tivoli Storage Manager	64.19
Backup Agent	54	Symantec Backup Exec File Server Agent for Windows Server	550.31
Monitoring Agent	49	Systems Center Operations Manager Enterprise OML	187.88
Large Server			Total \$ 13,030.28

VM Server	Product Line #	Product	Cost	Notes
Server	10	Dell R900 with VMWare ESX	4 6 core 2.4 Ghtz CPUs with 64 gig of RAM	\$ 44,167.29 VM License included with server.
Operating System	32	Windows 2003 Std		315.97 OS separately priced per VM image.
Storage Manger	163	Tivoli Storage Manager		64.19
Antivirus	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i		23.46 Antivirus separately priced per VM image
Backup Agent	58	Symantec Back Up Agent for Virtual Server		2,262.68
Monitoring Agent	49	Systems Center Operations Manager Enterprise OML		187.88
VM Server			Total \$ 47,021.48	

Desktop (Back office)	Product Line #	Product	Cost	Notes
Desktop	206	OptiPlex 760 Ultra Small Form Factor Core 2 Duo E7400/2.80GHz, 3M 1066FSB 2.0GB,Non-ECC,800MHz DDR2 1x2GB, Dell 19 in Widescreen E1909W Flat Panel, 80GB SATA 3.0Gb/s and 8MB , 24X24 CDRW/DVD Combo, Next Business Day Parts and Labor Onsite Response 4 Year Extended , Windows XP SP3	\$ 1,135.60	
Operating System			\$ -	Included in desktop price.
Printer	126	Dell 2230d Laser Printer (224-5818)	\$ 265.82	
MS Office	121	Office Professional Plus 2007	\$ 160.07	
SharePoint CAL	42	SharePoint Server Standard CAL	\$ 34.30	
SharePoint Enterprise CAL	43	SharePoint Server Enterprise CAL	\$ 33.21	
Antivirus	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i	\$ 23.46	
Desktop			Total \$ 1,652.47	

Front Line Examiner Package	Product Line #	Product	Cost	Notes
Desktop	206	OptiPlex 760 Ultra Small Form Factor Core 2 Duo E7400/2.80GHz, 3M 1066FSB 2.0GB,Non-ECC,800MHz DDR2 1x2GB, Dell 19 in Widescreen E1909W Flat Panel, 80GB SATA 3.0Gb/s and 8MB , 24X24 CDRW/DVD Combo, Next Business Day Parts and Labor Onsite Response 4 Year Extended , Windows XP SP3	\$ 1,135.60	

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Disk Encryption	129	McAfee Endpoint Encryption for Files and Folders - license	\$	34.41	
SharePoint CAL	42	SharePoint Server Standard CAL		34.30	
SharePoint Enterprise CAL	43	SharePoint Server Enterprise CAL		33.21	
Antivirus Scanner	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i		23.46	
	108	Bar-code scanner kit. Complete pkg.		320.85	
Check Reader	125	MagTek MiniMICR Check Reader USB Interface and No MSR - Requires Cable - Color- Dark Gray- requires cable 22517583 (A0160375)		196.64	
Signature Pad	138	INTERLINK EPAD INK USB w INTEGRASIGN APG PK-27-BX		339.25	
Cash Drawer Bracket	99	Under Counter Mounting Bracket, for use with Classic and 100		40.25	
Cash Drawer	98	APG T554-BL1616 Series 100 16" W x 16.7" D x 4.9" H, USB interface Cash Drawer. Includes cable & media slots. Color: black .		247.48	
Front Line Examiner			Total \$	2,405.46	

Front Line Examiner - Duel Boot	Product Line #	Product	Cost	Notes
Standard Front Line Examiner Package			\$ 2,405.46	
Second Operating System	166	Microsoft Windows 98 Second Edition Retail CD & License Key	\$ 56.35	
Ghost Image Software	165	Acronis Snap Client License	\$ 22.47	
Duel Boot - Additional costs		Additional Costs	\$ 200.00	Budget number only for planning
Front Line Duel Boot			Total \$	2,684.28

Front Line Examiner - Capture Station	Product Line #	Product	Cost	Notes
Standard Front Line Examiner Package			\$ 2,405.46	
Scanner Credit	108	Bar-code scanner kit. Complete pkg.	\$ (320.85)	
Scanner	105	High-Speed Workgroup Scanner	\$ 1,144.25	
Adobe	205	Acrobat Capture Software Version 3.0 1 User (A0135895)	\$ 294.96	
Front Line Capture			Total \$	3,523.82

Developer Workstation	Product Line #	Product	Cost	Notes
Dell Precision T3400 (Power User) Operating System	135	Power user workstation quad core 4 gig memory 500 gig HD 19 inch display.	\$ 1,745.70	0 Windows XP Included in desktop price.
TFS	71	Visual Studio 2008 Professional Edition with MSDN Premium	\$ 900.47	Assume 5 seats in MSDN license

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Antivirus	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i	\$	23.46	
Developer Workstation			Total \$	2,669.63	

High End Developer Workstation	Product Line #	Product	Cost	Notes
Dell Precision T5400 (Developer) Operating System	133	Developer workstation quad core 4 gig memory 750gig HD dual 22 inch display	\$ 2,822.04	0 Windows XP Included in desktop price.
TFS	70	Visual Studio Team System 2008 - Developer Edition with MSDN Premium	\$ 1,875.90	Assume 5 seats in MSDN license
VM Workstation 6.0	134	VmWare license for developer workstation to allow VM images	\$ 982.16	
Antivirus	50	McAfee VirusScan Enterprise /EPO Ver 8.5.0i	\$ 23.46	
High End Developer Workstation			Total \$	5,703.56

Back Office - Central Scanning Package	Product Line #	Product	Cost	Notes
Scanning Server	1	Dell 1950V3 No OS	\$ 7,476.91	
Operating System	35	Windows 2008 Ent	\$ 1,024.78	
Capture Software	100	Ascent Capture (Enterprise) Version 8	\$ 10,344.25	
Scanner	106	High-Speed Production Scanner	\$ 24,834.25	
Back Office Scanning Package			Total \$	43,680.19

Front Office Scanning Package	Product Line #	Product	Cost	Notes
Scanning Server	1	Dell 1950V3 No OS	\$ 7,476.91	
Operating System	35	Windows 2008 Ent	\$ 1,024.78	
Capture Software	101	Ascent Concurrent Client (Enterprise) Version 8	\$ 3,312.00	
Scanner	107	High-Speed Departmental Scanner	\$ 5,974.25	
Front Office Scanning Package			Total \$	17,787.94

Back Office Print Package	Product Line #	Product	Cost	Notes
Print Server	1	Dell 1950V3 No OS	\$ 7,476.91	
Operating System	35	Windows 2008 Ent	1,024.78	
Printer	154	LEXMARK T642N 45 PPM 8.5 X 14	673.75	
Print Drawer	153	Lexmark T64X 500SHT DRAWER	283.67	
Printer Maintenance	155	LEXMARK 3 YR ONSITE REPAIR T642X	519.72	
Total Back Office Print Package			Total \$	9,978.83

Front Office Print Package	Product Line #	Product	Cost	Notes
Printer Tray	168	Lexmark T65x 550 Sht Tray	\$ 785.60	Quantity of 3
Printer	154	LEXMARK T642N 45 PPM 8.5 X 14	\$ 673.75	
Front Office Printer			Total \$	1,459.35

Batch Print Package	Product Line #	Product	Cost	Notes
Batch Printer	156	LEXMARK W840DN 50PPM 11x17	\$ 3,629.58	
DIMM	157	LEXMARK 256MB DDR DIMM	\$ 623.45	
Duel Input	158	LEXMARK W840 2000 SHT DUAL INPUT	\$ 1,433.85	
Maintenance	159	LEXMARK ON SITE REPR 3YR WTYON W840	\$ 1,947.08	
Total Batch Print Package			Total \$ 7,633.96	

Print on Demand Package	Product Line #	Product	Cost	Notes
On Demand Printer	167	Lexmark T654N printer with decal capabilities	\$ 1,329.78	
Printer Tray	168	Lexmark T65x 550 Sht Tray	\$ 785.60	Quantity of 3
Maintenance	169	Lexmark 1yr Onsite Repair	\$ 187.36	
Bar code card	170	Lexmark T654 Forms/Bar Code Card	\$ 394.35	
Total on demand print package			Total \$ 2,697.08	

Toughbook Package	Product Line #	Product	Cost	Notes
Toughbook	171	Toughbook 30 SL7300 160 GB 2 GB XPP	\$ 4,367.79	
Maintenance	172	PANASONIC 3 YR TOUGHBOOK PRFRD SVCS	\$ 80.76	
Mount	173	PANASONIC TOUGHBOOK 30 VEHICLE MOUNT PORT REPLICATOR	\$ 557.27	
GPS Modem	174	MP 595 - GPS RUGGED Modem	\$ 949.35	
Inverter	175	TRIPP POWER VERTER COMPACT INVERTER	\$ 99.29	
Power Cable	176	FORTEC ES520 12V WEATHERIZED PWR CABLE	\$ 30.94	
Adapter	177	Lind RP0520-1643 - power adapter - car	\$ 533.95	
Mobile Printer	178	Printer - HP LJP 1006	\$ 110.52	
USB Cable	179	UBS Cables	\$ 6.90	
Antenna	180	Larsen Radial antenna for modem	\$ 54.77	
Printer mount	181	Mobile Printer Mount Bracket	\$ 113.85	
Total Toughbook Package			Total \$ 6,905.38	

Rack Package 1	Product Line #	Product	Cost	Notes
Paramount Rack	182	JW842445 - FRAME: PARAMOUNT-44U-24W-45D	\$ 921.15	
Paramount Rack	183	FRAME TRIM KIT: 24"W Paramount Frame Trim Kit	\$ 62.10	
Paramount Rack	184	LEFT SIDE PANEL: SIDE PANEL-SOLID-44U-45D	\$ 405.95	
Paramount Rack	185	RIGHT SIDE PANEL: SIDE PANEL-SOLID-44U-45D	\$ 405.95	

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Exhibit A Attachment 2 - Product Schedule

Paramount Rack	186	FRONT DOOR: 84"HX24"W DOOR FRAME- LEFT HINGED	\$	341.55
Paramount Rack	187	FRONT DR INSERT: 84"HX24"W FULLY PERFORATED-STD. L	\$	100.05
Paramount Rack	188	REAR DOOR: 84"Hx24"W Split Door- Perforated	\$	500.25
Paramount Rack	189	TOP PANEL: TP PNL-SLD-OH-HD-24W-45D	\$	142.60
Paramount Rack	190	OPTIONS: CASTER KIT-45D FRAME 120V 20A 60" MI Dual [24] 5-20R [2] L5-20P 10'	\$	192.05
Power Dist Units for Racks	201	Crd	\$	442.75
Paramount Rack	191	RACK-MOUNT RAILS: Paramount Rail - 44U - 19" EIA -	\$	265.65
Total Rack 1 Package			Total \$	3,780.05

Rack Package 2	Product Line #	Product	Cost	Notes
Vantage Rack	192	FRAME: Frame- 45Ux24Wx40"D	\$	745.20
Vantage Rack	193	LEFT SIDE PANEL: Side Panel- Solid- 45Ux40D RIGHT SIDE PANEL: Side Panel- Solid-	\$	197.80
Vantage Rack	194	45Ux40D FRONT DOOR: Door- Perforated- 45Ux24W-	\$	197.80
Vantage Rack	195	Left Hinge	\$	353.05
Vantage Rack	196	REAR DOOR: Door- Split- Perforated- 45Ux24W TOP PANEL: Top Panel- Solid- 24Wx40D-	\$	589.95
Vantage Rack	197	OHCT	\$	59.80
Vantage Rack	198	BOTTOM PANEL: Bottom Panel- Solid- 24Wx40D	\$	43.70
Vantage Rack	199	RACK MOUNT RAILS: 19" EIA-.375 Sqr Hole- 45U- Rail	\$	194.35
Vantage Rack	200	CASTERS: Caster Kit- 4 Swivel Casters- 2000 lbs	\$	97.75
Power Dist Units for Racks	201	120V 20A 60" MI Dual [24] 5-20R [2] L5-20P 10' Crd	\$	442.75
Total Rack 2 Package			Total \$	2,922.15

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SCHEDULE A – ATTACHMENT 3:
ADDITIONAL LICENSES REQUIRED**

Schedule A, Attachment 3 lists software that the State is providing to the CIVLS project which may require additional software licenses for Contractor to perform duties as required by the project plan:

I Data Profiling, Conversion and Extraction, Transformation, and Load (ETL) tools:

Contractor will leverage existing State provided ETL tools or equivalent tools in connection with Data cleansing and conversion activities, including:

IBM DataStage
IBM QualityStage
IBM ProfileStage

II Systems management and monitoring tools

The State may desire to leverage existing data center systems management and monitoring tools for the CIVLS environment (eg Tivoli) which may require additional licenses.

III Active Directory and Print Management

The State and Contractor may agree to leverage and extend existing State Active Directory and Print Management infrastructure, which may require additional licenses including synchronization to Novell eDirectory.

IV Storage Area Network (SAN)

The State and Contractor may agree to leverage existing State SAN infrastructure which may require additional storage and replication software licenses.

V Desktop licenses

The State may desire to leverage desktop client applications, such as Microsoft Office, which may require additional software licenses to support CIVLS.

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SCHEDULE A – ATTACHMENT 4:
KEY PERSONNEL**

Project Management Personnel			
Position	Name	Company	Description
Project Manager	Thomas Dickie	SAIC	Overall Project management and coordination. Manage daily activities, resolve risk and prepare status reports.
Assistant Project Manager Project Controller	Carolyn Gerrity	SAIC	Supports Project Manager and represents him in his absence. Provides scheduling and control oversight, updates project master plan, manages timely and accurate financial and milestone reporting.
Other key project personnel			
Technical Program Manager	Mark Treat	SAIC	Serves as senior technical manager providing general oversight of the entire CIVLS solution.
Overall Technical Manager	Stefano Esposito	3M	Serves as senior technical manager providing general oversight of the technical implementation of the 3M MVS software solution.
3M Project Implementation Manager	Jeff Kearns	3M	Serves as a single point of contact for all work performed by 3M as a subcontractor. Oversees installation of all three MVS software configuration activities.
Product Manager, 3M MOVRS	Lori Bluemel	3M	Serves as SME for all technical and functional aspects of the 3M MOVRS product development and implementation. Provide oversight for Release 2 configuration.
Product Manager 3M DRIVS	Maureen Otto	3M	Serves as SME for all technical and functional aspects of the 3M DRIVS product development and implementation. Provide oversight for Release 3 configuration.

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SCHEDULE A - ATTACHMENT 5:
APPROVED SUBCONTRACTORS**

**3M Company
Traffic Safety Systems Division
3M Center
St. Paul, MN 55144**

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SCHEDULE A – ATTACHMENT 6: CONTRACTOR WORKS**

The Contractor represents that the following are pre-existing “Contractor Works” pursuant to Section 1.21 of the Agreement:

System Development Methodology

- Contractor’s full systems lifecycle development methodology for the implementation of the CIVLS system. Contractor provides a perpetual limited license to utilize this methodology in accordance with Section 14.1.7 of the Agreement.

Integrated Development Environment (IDE) and related tools

- Contractor’s integrated development environment (IDE) and related tools in 3M’s development facilities in Tucson, AZ and Contractor’s development offices in New England. These tools include hardware and software related to Microsoft Team Foundation and Project Server tool sets. These tools will be utilized in the implementation of the CIVLS project; however will remain the property of Contractor and/or its subcontractors.

Helpdesk and ticket tracking infrastructure

- Contractor’s helpdesk and ticket tracking capabilities as maintenance and support services. The tools and infrastructure used in providing these services shall remain the property of Contractor and/or its subcontractors.

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SCHEDULE A – ATTACHMENT 7: CIVLS REPORTING FEATURES**

CIVLS provides a number of pre-defined reports along with reporting tools and capabilities. In addition, the Solution can be extended with enhanced business intelligence options as provided in the Product Schedule. This Attachment shall provide a description of the standard reporting capabilities included in the CIVLS Software Suite.

1. Pre-Defined or “Canned” Reports

The CIVLS Software Suite comes with 91 pre-defined or “canned” reports as identified in Table 1 below. Each of these reports allows for varying degrees of selection, exclusion, filtering, sorting, drill-down, etc.

Table 1 – List of pre-defined reports
<p>Customer Reports</p> <ul style="list-style-type: none"> • Customer Ownership History • Customer Registration History • Customer Summary • Dealer Customer
<p>Inventory Reports</p> <ul style="list-style-type: none"> • Inventory Transfer • Orders Inquiry • Used Inventory
<p>Management Reports</p> <ul style="list-style-type: none"> • Fee Adjustments • Merge Customer Errors • Productivity By Transaction • Productivity By User • Productivity By User/Transaction • Transaction History • Transaction Summary
<p>National Motor Vehicle Title Information System (NMVTIS) Reports</p> <ul style="list-style-type: none"> • Brand Responses • No Responses • Theft Responses
<p>Plate Reports</p> <ul style="list-style-type: none"> • Plate History • Plate Reservations

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Table 1 – List of pre-defined reports
<p>Title Management Reports</p> <ul style="list-style-type: none"> • Cancelled Title Activity • Out-of-State Title Transfers • Security Interests Applied • Security Interests Released • Title Issued
<p>Title Reports</p> <ul style="list-style-type: none"> • Title Snapshot
<p>Vehicle Reports</p> <ul style="list-style-type: none"> • All Vehicle Data • Vehicle Customer History • Vehicle Ownership History • Vehicle Plate History • Vehicle Registration History • Vehicle Registration Inquiry • Vehicle Summary • Vehicle Transaction History
<p>Financial Reports</p> <ul style="list-style-type: none"> • Monthly GL Account Report • Monthly Revenue Report • State Consolidation Report
<p>Finance Inquiries</p> <ul style="list-style-type: none"> • Account Group Inquiry • Account Payable Approval Inquiry • Consolidation History Inquiry • Consolidation Inquiry • General Ledger Inquiry • Journal Entry • Product Inquiry • Revenue Distribution Inquiry • Revenue Group Inquiry
<p>Cash Drawer Reports</p> <ul style="list-style-type: none"> • Cash Drawer Out of Balance
<p>Cash Drawer Inquires</p>

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Table 1 – List of pre-defined reports
<ul style="list-style-type: none"> • Activity Inquiry • Customer Transaction Inquiry • Deposit Slip Inquiry • Product Inquiry • Statement Inquiry
<p>Drivers Reports => AAMVA</p> <ul style="list-style-type: none"> • AAMVA Negate Out of State Conviction Requests • AAMVA Negate Out of State Withdrawal Requests • Change State of Record - Non CDL • CSOR/DLN Survey Review List
<p>Drivers Reports => Compliance</p> <ul style="list-style-type: none"> • Compliance Summary • DIP School List
<p>Drivers Reports => Customer History</p> <ul style="list-style-type: none"> • Certified Driving Record • Complete Driver History • Customer and License View • Full Driving Record
<p>Drivers Reports => Daily Activity</p> <ul style="list-style-type: none"> • Duplicate License Summary • Knowledge Test Summary • License Type Summary • Line Drive Summary • RDI Case Summary • Recall Case Summary • Re-Exam Case Summary • Skills Test Summary
<p>Drivers Reports => Records Management</p> <ul style="list-style-type: none"> • CAN154 Lift Required • CAN154 Required • Court Fine Compliance Out of Order • DHS Reject Report • Expired Hazmat • Expired TRL with Open Requirement • Non-OWI TRL with Moving Violation • REV154 Required

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Table 1 – List of pre-defined reports
<ul style="list-style-type: none"> • Sanction Exception by Last Address Change Date • Sanction Exception by Last Credential Issue Date • TSA Decisions Outstanding
<p>Drivers Reports => Request Management</p> <ul style="list-style-type: none"> • Closed Customer Cases
<p>Dealer Reports</p> <ul style="list-style-type: none"> • Audit • Dealer Plates • Dealer Snapshot • Expired Bonds • Expired Liability Insurance • Failed Renewals • Failed Renewals Search • Manufacturer Dealers • Transporter Licenses • Transporter Licenses Search • Unsubmitted Transported Quarterly Information

2. Additional Reports

- a) In addition to the canned reports listed in Table 1 above, there are several queries available within the CIVLS Software Suite that can be used as-is or leveraged to create many other printable reports. Specific reporting capabilities beyond those satisfied by the reports included in Table 1 can be developed using standard reporting tools included with MS SQL 2005 Enterprise Edition along with the Crystal Reports Server 2008 ad-hoc reporting tools which are provided in the Product Schedule as part of the CIVLS solution. These queries can be made directly against the CIVLS transaction database running on MS SQL.
- b) The Contractor shall provide a separate reporting database. To meet this requirement, additional hardware and software (i.e.; database server and SQL licenses) will be required over what is required in the CIVLS infrastructure (i.e. an additional “instance” of the core infrastructure components). The final infrastructure requirements shall be defined during the SVP.

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- c) The reporting database shall be a close replication of the actual production database, but not necessarily optimized for reporting functions.
- d) The Contractor shall install and prepare the ad-hoc reporting application for use by State personnel.
- e) The Contractor shall provide necessary training and documentation to State personnel in order to ensure their proficiency in the use of the ad-hoc reporting tool.

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SCHEDULE B – LEGAL ISSUES

Debarment or Suspension

During the five (5) years immediately preceding this Agreement, SAIC has been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.

On September 3, 2004, the U.S. Department of Justice (DOJ) filed a civil lawsuit in the U.S. District Court in the District of Columbia alleging, *inter alia*, that SAIC violated the False Claims Act, 31 U.S.C. § 3729, in connection with two separate contracts with the Nuclear Regulatory Commission, (NRC-04-92-037 and NRC-04-99-046). The complaint is based on an allegation that SAIC failed to report to the NRC certain organizational conflicts of interest (OCIs) that allegedly arose while SAIC was performing the contracts between 1992 and 1999. SAIC denied the Government’s allegations and vigorously defended its position on the matters raised in the Complaint. A trial commenced on July 1, 2008. The jury rendered a verdict in favor of the government on two False Claims Act counts on July 31, 2008 and the court entered judgment for the government on October 9, 2008. SAIC has filed motions seeking to reverse the judgment and will, if necessary, file an appeal with the U.S. Court of Appeals for the District of Columbia Circuit. This verdict in no way limits SAIC’s ability to perform on any contract with the State of Connecticut.

On June 30, 2009, the U.S. Department of Justice (“DOJ”) intervened in a civil lawsuit previously filed under seal by a former government employee in the U.S. District Court for the Southern District of Mississippi, alleging various improprieties in connection with the award to SAIC of Task Order No. 4THL1704915, issued under the General Services Administration’s Millennia Lite Contract. Under this task order, SAIC helped establish and support the National Center for Critical Information Processing and Storage (“NCCIPS”), on behalf of the Major Shared Resource Center for High Performance Computing operated by the Naval Oceanographic Office at Stennis Space Center, Mississippi. DOJ’s complaint maintains that the alleged improprieties in connection with the award of the task order rendered each of SAIC’s task order invoices a false and fraudulent claim within reach of the Civil False Claims Act, 31 U.S.C. § 3729, *et seq.* SAIC denies the allegations set forth in DOJ’s complaint, and intends to mount a vigorous defense against these claims. This lawsuit in no way limits SAIC’s ability to perform on any contract with the State of Connecticut.

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SCHEDULE C – HELP DESK SUPPORT SERVICES**

The Contractor shall provide 24/7 helpdesk support for CIVLS in accordance with this Schedule. The Contractor shall leverage industry best practices, including those based on the IT Infrastructure Library service desk process. The Contractor’s help desk support services are based on customer-focused, results-driven, and performance-based customer support functions for the CIVLS user and technical support community.

The CIVLS help desk support process will be three-tiered, as described below. The Contractor’s representation is that its approach to on-site user support is formal, structured, and proven. The Contractor shall provide tools, techniques, and knowledge to the State while simultaneously resolving user issues.

Tier 1—Help Desk Support

Tier 1 provides the entry point into the help desk process, records the request, and provides initial support. The State will provide Level 1 help desk support. The Contractor shall support the State help desk with training and problem identification and resolution scripts. The Contractor shall provide the State with information, lessons learned, and best practices that the State can incorporate into its support processes. The State will use its existing ticket tracking system. Unless otherwise expressly agreed to by the Project Administrator, the State will not provide the Contractor access to the State’s ticket tracking system.

Tier 1 support shall include the capture and verification of user data and provide initial triage of the problem with the goal of resolving the problem at Tier 1, where appropriate. Tier 1 support will perform activities such as user account management (e.g., new, delete, permissions, and passwords), preliminary troubleshooting, relating knowledge of policies and procedures, user assistance, monitoring system performance, logs, and other activities that support daily operations. Tier 1 support will also triage issues such as network outages, expired passwords, or other nonapplication issues that may affect performance.

Tier 2—Help Desk Services

The Contractor shall provide the State with a process for contacting Contractor if a problem requires support outside the capabilities of the Tier 1 support. Contractor shall work with the State to develop a transfer process, including identifying how the incident is communicated, what information is included on the ticket (which shall include incident priority), and how the resolution is communicated back to the State. Tier 2 support consists of configuration support, interface support, application support, problems requiring root cause analysis or further diagnosis, and problems not within DMV’s ability to resolve. Tier 2 support includes, but is not limited to, tuning the system to improve performance and/or to adapt CIVLS to requirements or environments and other issues pertaining to the use of CIVLS. All issues will be tracked by Contractor and each resolution relating thereto shall be reported by the Contractor promptly to the State.

Tier 3—Help Desk Services

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Tier 3 support is required when detailed technical issues are identified that require specific technical skills and knowledge possessed by the Contractor or other support vendors. This support shall include configuration changes and programming changes in accordance with the configuration management and change control processes. Contractor shall be responsible for both Tier 2 and Tier 3 support, including assessment of the level of support which is required and for coordinating with any third party, to the extent necessary to provide such support. All issues shall be tracked by the Contractor and each resolution relating thereto shall be reported by the Contractor promptly to the State.

Support and Maintenance Staffing

Without limiting the Contractor’s obligations set forth in this Schedule or elsewhere in the Agreement, during the Warranty Period and Maintenance Term at no additional charge, Contractor shall provide personnel resources to satisfy the following roles and responsibilities:

Role	Responsibilities
Operations and Maintenance Lead	Lead and manage all activities relating to warranty, maintenance, and support; Develop operations and maintenance and transition plans; Review and approve the operations and maintenance support procedures; Oversee all transition activities; and Serve as a single point of contact for any operations and maintenance management issues.
Development Team Lead	Provide system documentation, advice, and counsel relating to system behavior and configurations; and Lead development activities resulting from end user tickets that require development support
Business Analyst	Develop business and functional specifications required to document software development and training updates; and Update system documentation relating to the transition phase
Tester	Develop and perform testing required by changes to CIVLS during warranty, maintenance and support periods and provide test cases, tools, and scripts for future State reuse as part of the support and maintenance process.
Help Desk Technician	Answer incoming calls from business and technical end users, record the call with the help desk software, and triage the call to the correct level of support required; and Triage, resolve, and escalate issues as required.

Key State Contacts. The State shall designate, in writing, up to eight (8) individuals with sufficient skill and understanding of CIVLS and related State systems to initiate

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SCHEDULE C – HELP DESK SUPPORT SERVICES**

support requests and facilitate issue resolution (“Key Contacts”). Only Key Contacts are authorized to initiate support requests with Contractor.

Support Contact Numbers. All requests for support shall be initiated by calling the a Contractor customer support phone number or the On Call Support Technical contact number provided by Contractor, as applicable. This number shall be provided during SVP.

Issue Reporting and Response. When initiating a request for support, the State’s key contact shall provide Contractor Customer Support with contact information and a good-faith assignment of the Priority Level of the request for support, pursuant to the following Priority Level Matrix:

Priority Level	Description	Response Time
1	Issue has or threatens to have a critical impact on end users, rendering critical functionality of CIVLS substantially unavailable, inaccessible or inoperable.	15 minutes (on a 24/7 basis)
2	Issue has a major or moderate impact on end users, materially limiting the performance, functionality or operation of one or more features of CIVLS.	1 Business Hour
3	An issue that limits overall CIVLS performance or degrades the operation of CIVLS to a degree that does not rise to the level of Priority 2.	4 Business Hours

As used in this Schedule, “Business Hours” means Monday through Friday 7:30 a.m. – 9:00 p.m. Eastern Time and Saturday 7:30 a.m.- 6:00 p.m. Eastern Time and “Business Day” means Monday through Friday, excluding State holidays.

The Contractor shall respond to the State’s request for support within the Response Times set forth above. Except with regard to Priority Level 1 issues, requests received outside of Business Hours shall be addressed on the next business day. The parties may, by mutual agreement, revise the State’s assignment of the issue’s Priority Level.

Issue Investigation. To facilitate issue resolution, the State will provide, in reasonable detail: (i) an accurate description of the issue including its actual and projected impact on end users; (ii) the steps necessary to reproduce the issue; (iii) if required, the data

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being processed at the time the issue was encountered; (iv) the Tier 1 support steps taken to resolve the issue and (v) any other information reasonably required for resolution. The State will cooperate with the Contractor in investigating and resolving issues, including provision of access to the State’s facilities, software and systems as reasonably required by the Contractor in a manner acceptable to the State.

Issue Resolution. The Contractor shall use all commercially reasonable efforts to resolve issues within the agreed timeframes.

Priority Level 1: The Contractor shall work continuously on a 24x7 basis to resolve any Priority Level 1 problem, implement a workaround that will return CIVLS to a full production status or reduce the problem’s severity to that of a Priority Level 3 problem within two (2) hours of the Contractor’s receipt of notification of the failure. The Contractor shall engage its most capable resources to resolve the issue promptly and shall provide the State with status updates not less than once each hour until production status is restored. Once full production status resumes, the final permanent solution may require additional software or hardware corrections. If that is the case, the Contractor shall provide a permanent solution within two (2) Days of its initial receipt of notification of the failure.

Priority Level 2: The Contractor shall resolve any Priority Level 2 problem, implement a workaround that will return CIVLS to a full production status or reduce the problem’s severity to that of a Priority Level 3 problem within four (4) hours of the Contractor’s receipt of notification of the failure. If the permanent solution of the problem requires software or hardware corrections, The Contractor shall provide the permanent solution of the application affected within four (4) Days of its initial receipt of notification of the failure.

Priority Level 3: The Contractor shall use commercially reasonable efforts to resolve any Priority Level 3 problem by providing any necessary corrections within five (5) Days of the Contractor’s receipt of the notification of the problem.

Credits

Without limiting any other rights the State may have at law, in equity or otherwise, the State is entitled a refund equal to one percent (1%) of the annual maintenance fee paid by the State for the then-current year for each instance in which the Contractor fails to meet the response and resolution time commitments set forth above. If any such failure continues for more than twenty-four (24) hours, the State shall be entitled to an additional one percent refund (a) in the case of a Priority Level 1 problem, for every twenty-four (24) hour period that such failure continues, (b) in the case of a Priority

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Level 2 problem, for every Day that such failure continues, and (c) in the case of a Priority Level 3 problem, for every five (5) Days such failure continues.

The Contractor shall track its performance against the metrics set forth in this Schedule and deliver a report of such performance to the State on a monthly basis. The Contractor shall reflect any credit to which the State is entitled on the next invoice issued to the State.

Status Reporting

On a daily basis, the Contractor shall deliver to the State a report of all open issues, the status, priority and estimated resolution time for each such issues, and a list of all issues closed in the preceding seven (7) Days. Such report shall be of form and substance reasonably satisfactory to the State and shall be sent to recipients identified by the State. This report may be provided through secure access to a Web portal listing all State issues.

Resolution Reporting

The Contractor shall call the owner to report the resolution within one (1) hour and shall complete a Contractor resolution report and submit this back to the State within one (1) Day of issue resolution. This report shall include a snapshot of the status report, release notes, and installation instructions.

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SCHEDULE D – SYSTEM RELIABILITY**

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SCHEDULE D – SYSTEM RELIABILITY

Service Level Agreement Overview

The **objectives** of this SLA are to:

- Define the Response Time and Availability of the CIVLS solution for any Warranty Period and during the Maintenance Term.
- Provide clear reference to service ownership, accountability, roles and responsibilities.
- Present a clear and measurable description of service provision to the customer.

Application Service Level Requirements

Response time: Response time shall be comparable to best-of-breed web-based applications. While response times vary with types of workload, for transaction processing involving retrieval/update of individual customer records to be displayed under a web browser, the response time shall be less than 2 seconds with no network delay. The 2 seconds shall be measured from the presentation layer server located behind the firewall in the Data Center. In the case where the presentation layer is located in front of the firewall, the 2 second response time shall be measured from the corresponding application layer server associated with the presentation layer server.

High availability: CIVLS shall be available for use not less than 99.9% of the time, measured on a 24/7/365 basis (the “Availability SLA”); provided, that periodic database, application and system maintenance that will result in system outages will be scheduled during off-peak times, in advance, by mutual agreement of the parties, and the time required to perform such maintenance will be subtracted from the 24/7/365 expected availability. Downtime for any corrective or routine maintenance of the hosting hardware and associated operating systems will be subtracted from any availability computations.

This includes the following:

- Minimize unplanned downtime: the DMV applications shall be designed and developed to support a high degree of fail-safe processing. In particular, field office should not experience frequent unplanned outages.
- And when outages occur, the system shall be brought back in service in an expedient manner. The Contractor shall implement a system that facilitates this environment.

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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SCHEDULE D – SYSTEM RELIABILITY**

- Automated recovery: the DMV applications shall have automated restart of failed server and database components.

Roles and responsibilities

Roles and responsibilities are defined in Section 10.1 of the contract. The following services are further defined as follows:

Hosting, hardware and operating system support services shall include:

- Provide all hosting environment services such as power, backup power, HVAC, network connectivity, firewall management, systems management and monitoring services
- Configuration and maintenance of hosting environment, hardware and software
- Provide server racking, cable management and KVM solutions
- Manage disk array configuration and storage management
- Hardware maintenance, firmware and BIOS upgrades and break fix support
- Manage system warranty contract renewals and hardware refreshes
- Manage and apply patches, fixes, services packs and updates to hosted systems following the Contractor defined procedures
- Proactive server monitoring and reporting, with on call support
- Windows and SQL server event log monitoring and archiving
- Manage change control processes for all systems, including database objects following the contractor defined procedures
- Provide technical support for development, testing and staging of all hardware and OS-based software (non-application) system changes only
- Update and manage all security certificates
- Trouble shooting services, response issues, login, database performance or other related issues not covered under the SLA
- Server imaging, backup and restoration services
- Complete system disaster recovery, including off-site tape backups
- File level restoration, backup and archiving
- Performance monitoring, trending and tuning
- Provide space monitoring; modify object space as needed
- Virus scanning and protection
- Microsoft, VMware and Symantec BESR support services
- Operating system, networking and application troubleshooting
- NTP, Microsoft cluster and active directory services
- Build and maintain replication scripts for reporting servers

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System and Technical Documentation

The Contractor shall provide CIVLS-customized detailed system and technical documentation for the System that includes the following:

(1) User and Configuration Guides. The Contractor shall develop and provide to the State, user and configuration guides to document and plan specific configurations within CIVLS. These guides identify the types of transactions, business processes, and business rules that apply to those specific transactions. The Contractor shall work with the State in the early project planning phases to complete these guides and use them to identify the specific configurations that are completed with each iterative build cycle.

(2) Configuration Templates. The Contractor shall develop and provide to the State, configuration templates to capture specific business rules and configuration requirements from the State. These templates include but are not limited to Excel spreadsheet tools that mimic the Table Management and configuration menu functions inherent in the Contractor’s CIVLS Solution but are designed for use in facilitated JAD sessions with the State to validate configuration requirements.

(3) Application Design and Programming Documents. The Contractor shall provide a full set of technical documentation of the System. Based on these documents, the State, with qualified personnel, shall be able to perform Maintenance and Support Services independently. These documents include, but are not limited to:

- Application design and programming documents
- User and reference manuals, that fully describe the business processes and functionality of the application.
- Table structures
- Data dictionaries
- System flow diagrams
- Application data models

(4) Technical and Operational Procedure Manuals. The Contractor shall provide a full set of Technical and Operational Procedure Manuals. Based on these documents, the State, with qualified personnel, shall be able to perform installation, configuration, monitoring, maintenance and operation of the System. Topics in these manuals include, but are not limited to, the following:

- Installation
- Navigation
- User management

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- Configuration
- General operating and maintenance procedures
- System change and configuration management procedures
- System monitoring and troubleshooting
- Back-up, recovery, and maintenance
- Disaster recovery

SLA Process

The parties will use a 5 step process as follows:

1. Measure

- Down time (application outages) will be measured from the time Contractor is notified of an outage until such time that the application is back up and running. Contractor shall provide availability monitoring and alert capabilities.
- Response time. Contractor will provide an acceptable application response time measurement and alert tool(s). The State will monitor performance and notify Contractor of sub-standard performance issues. The State will also provide Contractor with monthly performance measurement summary reports.

2. Resolve

The Contractor will work collaboratively with the State to resolve any issues escalated to Tier 2 or Tier 3 from the helpdesk in accordance with Schedule C Issue Resolution process.

3. Analyze

In the event of any failure to satisfy any of the service levels set forth herein, the Contractor shall promptly perform a root cause analysis to determine the cause of the failure and formulate an appropriate plan to prevent failures in the future. The Contractor shall deliver such plan to the State within ten (10) days of such failure.

Based upon the Analysis, the parties will agree as to the responsible party(ies) and implement corrective action and update lessons learned to minimize any future risk of this issue reoccurring.

4. Report

Contractor will provide monthly reports related to service level incidents in

**STATE OF CONNECTICUT, DEPARTMENT OF INFORMATION TECHNOLOGY
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accordance with the reporting process defined in **Schedule C** for status and resolution reporting.

5. Compensation

In accordance with this SLA, Contractor agrees that the State is entitled to a credit, which it may, in its sole discretion apply, equal to \$5,000 during any Warranty Period, or to one percent (1%) of the annual maintenance fee paid by the State during any Maintenance Term, for each month in which the Contractor fails to meet the System availability requirements set forth above. The State shall be entitled to a credit, which it may, in its sole discretion apply, in the same amount or amounts for each month in which the Contractor fails to materially meet the System response time requirements by at least 3 seconds (i.e. total response time of 5 seconds) in at least 10% of all transactions in any given hour, no more than 3 times in a given week.

Schedule E - 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.

State of Connecticut
Executive Orders Regarding Procurement
Updated May 27, 2009

State of Connecticut
Department of Information Technology
Master Agreement 08ITZ0069MA
Schedule F - Executive Orders

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or

applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

(2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the

provisions of this Order.

(3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for fixture compliance approved by the contracting agency.

(5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

(6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify *him* of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program, for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from, further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch

any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

Thomas J. Meskill, GOVERNOR

Filed this ____ day of June, 1971.

SECRETARY OF THE STATE (DEPUTY)

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STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered,

NOW, THEREFORE, I THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the State or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organizations from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of the Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

- a. The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- b. Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Thomas J. Meskill, GOVERNOR

Filed this 15th day of February, 1973.

SECRETARY OF THE STATE (DEPUTY)

State of Connecticut by His Excellency

John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, 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:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

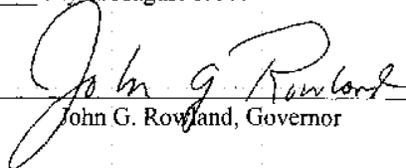
Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

Executive Order No. 16

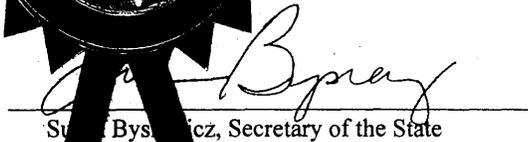
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 14th day of August 1999.


John G. Rowland, Governor

Filed this 14th day of August 1999




Susan Byskiewicz, Secretary of the State

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 7C

WHEREAS, in the wake of the scandals related to state contracting, I established the State Contracting Reform Task Force to examine the way in which the state buys goods and services with a directive to restore integrity to, and the public's trust in, the way we buy such goods and services; and

WHEREAS, that task force submitted a number of recommendations that were embodied in a legislative proposal for the General Assembly's consideration;

WHEREAS, the General Assembly added to that legislative proposal provisions that do not address the irregularities in state contracting, but instead place unacceptable and overly burdensome limitations on the services for which the executive branch may enter into contracts in order to conduct the business of the state and provide essential state services;

WHEREAS, in light of those provisions, I had no choice but to veto that legislation;

WHEREAS, there remains an acute need to make reforms in the state contracting process in order to ensure such contracting process reflects the highest standards of integrity, is clean and consistent and is conducted in the most efficient manner possible to enable state agencies to deliver programs and serve our citizens;

WHEREAS, there further remains an acute need to address the state's vulnerabilities in the selection and procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in the future, or the appearance of such; and

WHEREAS, it has been deemed to be advisable to make certain modifications and revisions to the text of Executive Order Nos. 7, 7A and 7B.

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:

1. (a) There is established a State Contracting Standards Board (the "Board") that shall consist of nine members. Five members shall be appointed at the sole discretion of the Governor. Four members shall be appointed by the Governor based on the recommendations of the four principal leaders of the General Assembly. The Speaker of the House of Representatives, the House Minority Leader, the President Pro Tempore of Senate and the Senate Minority Leader of the Connecticut General Assembly may each recommend to the Governor one member for appointment by the Governor to the Board. Each member recommended to the Governor or appointed to the Board shall have demonstrated sufficient knowledge by education, training or experience in several of the following enumerated areas: (1) government procurement; (2) contract

negotiation, drafting and management; (3) contract risk assessment; (4) preparing requests for proposals, invitations to bid and other procurement solicitations; (5) evaluating proposals, bids and quotations; (6) real property transactions; (7) business insurance and bonding; (8) the state code of ethics; (9) federal and state statutes, policies and regulations; (10) outsourcing and privatization proposal analysis; and (11) small and minority business enterprise development, known in the State of Connecticut as the set aside program. Such education, training or experience shall have been acquired over not less than a continuous five-year period and shall have been acquired within the ten-year period preceding such appointment.

- (b) The chairperson of the Board shall be elected by the members of the Board from amongst themselves. The members shall serve at the pleasure of the Governor and their terms shall be coterminous with the term of the Governor.
- (c) The Board shall be an independent body within the Executive Department.
- (d) The chairperson of the Board shall be compensated two hundred dollars per diem. Other members of the Board shall be compensated two hundred dollars per diem. No person shall serve on the Board who is a full-time state or municipal employee and neither a person on the Board nor any spouse, child, stepchild, parent or sibling of such person shall be directly in a position involved in any enterprise that does business with the state.
- (e) The Governor shall appoint an executive director who shall serve as an ex-officio, nonvoting member of the Board. The Governor or the Board may remove the executive director from office for reasonable cause. The Board shall, annually, conduct a performance evaluation of such executive director. The salary of the executive director shall be determined by the Commissioner of the Department of Administrative Services and the individual will be placed in the management pay plan and have benefits such as vacation, sick leave, pension and insurance determined in accordance with that designation. For all other purposes, the executive director shall be considered an appointed official.
- (f) The Board may contract with consultants and professionals on a temporary or project by project basis and may employ secretaries, real estate examiners, contract specialists, forensic fraud examiners, property and procurement specialists, paralegals, attorneys and such other employees as the Board deems to be necessary or appropriate, all of whom shall be in the state classified service as permitted or required in accordance with applicable law. As the Board is not a state agency, the employees shall be considered to be employees of the Department of Administrative Services for administrative purposes.
- (g) The reasonable expenses of the Board and its employees shall be paid from the budget of the Board upon the approval of the Board.
- (h) No employee of the Board shall hold another state or municipal position, nor shall any such employee or any non-clerical employee or any spouse, child, stepchild, parent or sibling of such employee of the Board be directly or indirectly involved in any enterprise that does business with the state. Each member and employee of the Board shall file, with the Board and with the Citizen's Ethics Advisory Board, a financial

statement indicating all sources of business income of such person in excess of one thousand dollars, and the name of any business with which such member or employee is associated, as defined in Subsection (b) of Section 1-79 of the general statutes. Such statement shall be a public record. Financial statements for the preceding calendar year shall be filed with the Citizen's Ethics Advisory Board and the Board on or before the first day of May of each year if such employee or member held such a position during the preceding calendar year, as permitted or required in accordance with applicable law.

- (i) The Board shall be assigned to the Department of Administrative Services for administrative purposes only.
- (j) Five members of the Board shall constitute a quorum, which shall be required for the transaction of business by the Board.
- (k) The Department of Administrative Services, together with the Office of Policy and Management, shall provide to the Office of the Governor their recommendations for achieving the staff and personnel provisions of this Executive Order in a manner permitted or required in accordance with applicable law.

2. For the purposes of this Executive Order, the following definitions shall apply:

- (a) "Contract risk assessment" means (A) the identification and evaluation of loss exposures and risks, including, but not limited to, business and legal risks associated with the contracting process and the contracted goods and services, and (B) the identification, evaluation and implementation of measures available to minimize potential loss exposures and risks.
- (b) "Contractor" means any person or entity submitting a bid, proposal or quotation for a contract described in Section 3 of this Executive Order, including, but not limited to, a small contractor, minority business enterprise, organization, or individual with a disability, all as more specifically defined in Section 4a-60g of the general statutes.
- (c) "Emergency procurement" means procurement by a state agency that is made necessary by a sudden, unexpected occurrence that poses a clear and imminent danger to public safety or requires immediate action to preserve prevent or mitigate the loss or impairment of life, health, property or essential public services or in response to a court order, settlement agreement or other similar legal judgment, as permitted or required in accordance with applicable law.
- (d) "Goods" means all items of personal property, including, but not limited to items commonly referred to as supplies, materials, equipment and inventory that are the subject of a state procurement.
- (e) "Privatization contract" means an agreement or series of agreements between a state contracting agency and a person or entity, in which such person or entity agrees to provide services valued at five hundred thousand dollars or more over the life of the contract that are substantially similar to and in lieu of services provided, in whole or in part, by employees of such agency or by employees of another state agency for such

state agency and that results in the layoff of any state employee. "Privatization contract" does not include a privatization contract in effect on or before the effective date of this Executive Order, an agreement to provide management or financial consulting or a consultant-services agreement to provide professional, architectural or design services on a project-by-project basis.

(f) "State Contract" means an agreement or a combination or series of agreements between a state agency or quasi-public agency and a person, firm or corporation for (A) a project for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the acquiring or disposing of all manner of real and personal property, (D) goods and services, including but not limited to, using purchase of services contracts and personal service agreements, (E) transactions involving information technology, (F) a lease or (G) a licensing agreement, and includes all government functions that relate to such activities. The term State Contract shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.

(g) "Purchase of service contract" means any contract between a state agency and an organization for the purchase of ongoing direct health and human services to agency clients. The contract generally is not used for the purpose of purchasing administrative or clerical services, material goods, training and consulting services. Purchase of service agreements are to be used to contract with nonprofit and proprietary corporations as well as partnerships but cannot be used to contract with individuals.

(h) "State contracting agency" means any state agency and all higher education agencies and institutions within the Executive Department permitted or required to enter into contracts, in accordance with applicable law. "State contracting agency" shall not include the Judicial or Legislative Departments of the State of Connecticut, or the Joint Committee on Legislative Management within the Connecticut General Assembly.

3. (a) On or before January 1, 2007, the Board shall prepare a uniform procurement code to govern all aspects of procurement and contracting involving all expenditures by and revenues to (1) all state contracting agencies in connection with all of their transactions involving real property, all manner of goods, personal property and services, information technology and the construction, reconstruction, alteration, remodeling, repair or demolition of buildings and public works, and (2) quasi-public entities for purchases and contracts utilizing state funds, and (3) on or before January 1, 2008 the Board shall expand the uniform procurement code to cover municipal contracting where State funds are utilized. Nothing in this Section shall be construed to require the application of the uniform procurement code when such procurement involves the expenditure of federal assistance or contract funds and federal law provides for applicable procurement procedures.

(b) The uniform procurement code described in Subsection (a) of this Section shall be designed to: (1) establish uniform contracting standards and practices among the various state contracting agencies; (2) simplify and clarify the state's laws and regulations governing procurement and contracting standards, policies and practices, including, but not limited to, procedures concerning the solicitation and evaluation of competitive sealed bids, proposals and quotations, small purchases, sole source procurements and emergency procurements; (3) ensure the fair and equitable treatment

of all businesses and persons who deal with the procurement system of the state; (4) include a process to maximize the use of small contractors and minority business enterprises, or individuals with a disability, all as more specifically defined in Section 4a-60g of the general statutes; (5) provide increased economy in state procurement activities and maximize purchasing value to the fullest extent possible; (6) ensure that the procurement of supplies, materials, equipment, services, real property and construction required by any state contracting agency is obtained in a cost-effective and responsive manner; (7) preserve and maintain the existing contracting, procurement, disqualification, suspension and termination authority and discretion of any state contracting agency when such contracting and procurement procedures represent best practices; (8) include a process to improve contractor and state contracting agency accountability; (9) include standards by which state contracting agencies must solicit and evaluate proposals to privatize state or quasi-public agency services; (10) establish standards for leases and lease-purchase agreements and for the purchase, sale or transfer of other interests in real property; (11) promote a well trained, educated workforce; (12) establish an effective oversight process to ensure all contracts adhere to the established procurement processes; and (13) promote an effective way for contractors, the procurement workforce and the general public to report fraud, waste and abuse in the state contracting system.

- (c) In preparing the uniform procurement code described in Subsection (a) of this Section, the Board shall conduct a comprehensive review of existing state contracting and procurement laws, regulations, procedures and practices and shall utilize them as the Board deems to be appropriate.
- (d) Upon request by the Board, each state contracting agency engaged in procurement shall provide the Board, in a timely manner, with such procurement information as the Board deems to be necessary or appropriate. The Board shall have access to all information, files and records related to any state contracting agency in furtherance of this purpose. Nothing in this Section shall be construed to require the Board's disclosure of documents that are exempt from disclosure pursuant to chapter 14 of the general statutes or that may be protected from disclosure under claim of an attorney-client privilege.
- (e) The Board shall file such uniform procurement code with the clerks of the House of Representatives and the Senate not later than January 15, 2007, for the General Assembly's consideration and adoption.

4. In addition to the preparation of the uniform procurement code described in Section 3 of this Executive Order, the duties of the Board shall include:

- (a) Recommending the repeal of repetitive, conflicting or obsolete statutes concerning state procurement;
- (b) Developing, publishing and recommending revisions and updates to the uniform procurement code;
- (c) Assisting state contracting agencies in complying with the uniform procurement code by providing training, guidance, models, advice and practical assistance to state contracting agency staff relating to: (1) buying the best goods and services at the best price and

terms; (2) properly selecting contractors; (3) drafting contracts that achieve state goals and protect taxpayers' interests; (4) monitoring and addressing issues relating to the performance of parties to state contracts; (5) termination of state contracts in a manner permitted or required by contract or applicable law; and (6) implementation of the uniform procurement code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(c). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;

- (d) Reviewing and certifying that a state contracting agency's procurement processes are in compliance with the code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(d). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;
- (e) Triennially, recertifying each state contracting agency's procurement processes and providing agencies with notice of any certification deficiency and exercising authority as provided under Section 6 of this Executive Order if a determination of noncompliance is made. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(e). Such agencies shall act on that advice and recommendations as required or permitted in accordance with applicable law;
- (f) Defining the training requirements for state contracting agency procurement professionals;
- (g) Monitoring implementation of the state contracting portal and making recommendations for portal improvement to the Department of Administrative Services;
- (h) Providing advice and recommendations to state contracting agencies regarding a model contract data retention policy for state contracting agencies concerning retention of information, as required or permitted in accordance with applicable law. Such model policy shall include, but not be limited to, information on: (A) the number and type of state contracts currently in effect state-wide, (B) the dollar value of such contracts, (C) a list of client agencies, (D) a description of services purchased under such contracts, (E) contractor names, and (F) an evaluation of contractor performance. The policy shall assure that such information is available on the state contracting portal, all as required or permitted by applicable law;
- (i) Providing the Governor with recommendations concerning the uniform procurement code and this Executive Order;
- (j) Providing advice and recommendations to state contracting agencies regarding implementation by such agencies of ethics training courses for state employees involved in procurement and for state contractors as required or permitted in accordance with applicable law. Such ethics training course may be developed and provided by the Citizen's Ethics Advisory Board or by any person, firm or corporation for implementation by such state contracting agencies as required or permitted in accordance with applicable law;

- (k) Developing of recommendations to the General Assembly whereby the Board will perform the powers, duties and obligations of the State Properties Review Board; and
 - (l) Providing the Governor and the General Assembly with recommendations concerning the extension and applicability of the uniform procurement code, upon its adoption by the legislature, to the Judicial and Legislative Departments of the State of Connecticut, including the Joint Committee on Legislative Management within the Connecticut General Assembly.
5. (a) The Board shall triennially conduct audits of state contracting agencies to ensure compliance with the uniform procurement code. In conducting such audit, the Board shall have access to all contracting and procurement records, may interview personnel responsible for contracting, contract negotiations or procurement and may enter into an agreement with the State Auditors of Public Accounts to effectuate such audit. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(a). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.
- (b) Upon completion of any such audit, the Board shall prepare and issue a compliance report for such state contracting agency. Such report shall identify any process or procedure that is inconsistent with the uniform procurement code and indicate those corrective measures the Board deems to be necessary or appropriate to comply with code requirements. Such report shall be issued and delivered not later than thirty days after completion of such audit and shall be a public record. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(b). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.
6. (a) Each contract entered into on or after October 1, 2005 shall provide that the Board may review the contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. Notwithstanding the October 1, 2005 date, any procurement currently in progress that has not yet resulted in a fully executed contract can continue to proceed to contract without this provision, provided that no later than December 31, 2005 the parties execute an amendment or other appropriate contract modification to add this provision.
- (b) For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan

guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

7. The Board shall issue recommendations regarding the disqualification or suspension of contractors from bidding or proposing on state contracts to the extent required or permitted in accordance with applicable law. State contracting agencies shall consider such recommendations and act to the extent required or permitted in accordance with applicable law.
8. In accordance with section 1-225 of the Connecticut General Statutes, all public meetings of state agencies shall be posted on that agency's Web site.
9. Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price that the official or state employee paid or would pay.
10. (a) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
11. No state agency may expend funds for any contract for legal services between the Attorney General and any person, firm or corporation that is entered into on or after January 1, 2006, and that will or that can reasonably be expected to result in attorney's fees, including, but not limited to, contingent fees paid to such person, firm or corporation in the amount of fifty thousand dollars or more, unless such contract has been subject to requests for proposals or requests for qualifications and awarded according to a competitive selection process.
12. Any provision of this Executive Order that is deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remaining provisions of this Executive Order or affecting the validity or enforceability of any provision of this Executive Order applied to circumstances other than those as to which it is held invalid, illegal or unenforceable. This Executive Order shall be interpreted and construed, to fullest extent possible, to be consistent with, and not in conflict with any applicable statute, regulation, decision of a court of competent jurisdiction or other source of applicable law.
13. Executive Order Nos. 7, 7A and 7B are hereby repealed in their entirety and are replaced with the text hereof.

This Executive Order shall be effective immediately.

Dated at Hartford, Connecticut, this 13th day of July 2006.

M. JODI RELL

Governor

By Her Excellency's Command:

Susan Bysiewicz

Secretary of the State

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 14

WHEREAS, cleaning and sanitizing products are necessary for creating and maintaining clean, healthy and sanitary conditions in State facilities and workplaces;

WHEREAS, exposure to harmful chemicals contained in cleaning and sanitizing products may result in potential impacts to human health;

WHEREAS, harmful chemicals, byproducts and waste contained in certain cleaning and sanitizing products may be released into the environment during the routine cleaning and sanitization of State facilities normal use;

WHEREAS, choosing less harmful cleaning and sanitizing products for use in State facilities and workplaces and taking steps to reduce exposure by office and custodial workers, will minimize potential impacts on human health, will improve environmental quality and will reduce pollution;

WHEREAS, the procurement and the proper use and application of cleaning and sanitizing products that perform well and that have positive environmental attributes such as biodegradability, low toxicity, low volatile organic compound content, reduced packaging, and low life cycle energy use will reduce the environmental impacts of routine cleaning and sanitizing activities while also ensuring clean and sanitary State facilities; and

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, by virtue of the authority vested in me by the Constitution and Statutes of the State, do hereby ORDER and DIRECT:

All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities.

All state agencies in the executive branch and all higher education agencies and institutions, shall, when procuring or contracting for cleaning and/or sanitizing services provide in such contracts or procurement agreements, require contractors of the State or persons or entities providing cleaning and/or sanitizing services to the State use cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary facilities.

All state agencies in the executive branch shall include in new contracts for the procurement of cleaning products or cleaning services, an appropriate requirement consistent with this Executive Order and the standards and guidelines established by the Department of Administrative Services under Paragraph 3 of this Executive Order.

The Department of Administrative Services, in consultation with the Department of Public Health, the

Department of Public Works and the Department of Environmental Protection, shall not later than January 1, 2007, establish and publish written standards and guidelines to provide direction to all state agencies in the executive branch in connection with the implementation of this Executive Order.

The Department of Administrative Services shall provide the Office of the Governor with a report assessing the effectiveness of this Executive Order within one year of the effective date of this Executive Order.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Order are encouraged to review their purchasing and use of cleaning products and/or sanitizing products and are hereby urged to comply with the provisions of this Executive Order where deemed appropriate.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Executive Order are hereby requested and encouraged to review their procurement and use of cleaning and/or sanitizing products and are urged to comply with the provisions of this Executive Order. Such entities may to the extent they deem appropriate, in order to minimize potential impacts to human health and the environment, and consistent with maintaining clean and sanitary facilities seek guidance and assistance consistent with the provisions of Paragraph 3 of this Executive Order from the Departments of Administrative Services, Public Works, Public Health and Environmental Protection.

All state agencies in the executive branch covered by this Executive Order shall, wherever feasible, in a manner that is financially feasible, commercially reasonable and practicable, immediately transition to environmentally and health-friendly cleaning and/or sanitizing products. Such transition shall be accomplished as soon as possible and in a manner that avoids the waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase-out of products and practices inconsistent with this Executive Order.

This Order shall take effect immediately.

Dated at Hartford this 17th day of April, 2006

M. JODI RELL

Governor

By Her Excellency's Command:

Susan Bysiewicz

Secretary of the State

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELLE

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;

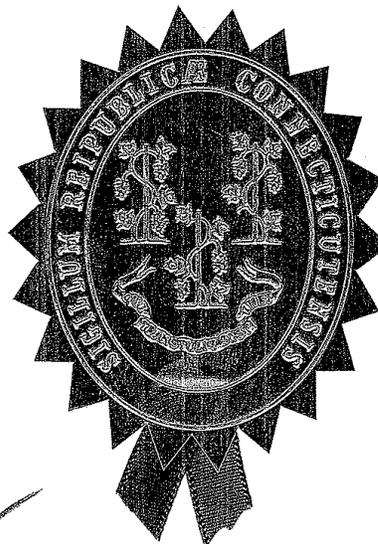
Executive branch agencies, and all information technology vendors and consultants retained by Executive Branch agencies to develop and deliver technology, with the exception of State institutions of higher education, conform to the DOIT SDM and the DOIT SDM Policy when planning and executing IT projects; 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.

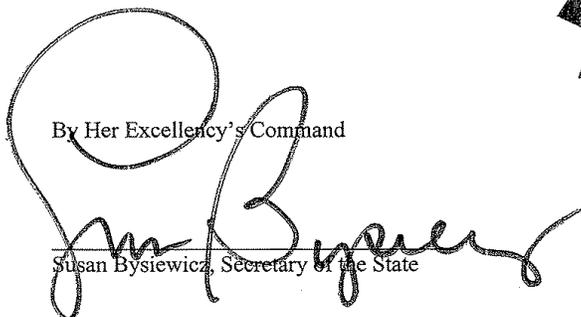
Dated at Hartford, Connecticut, this 19th day of June, 2008.



M. JODI RELLE
Governor



By Her Excellency's Command



Susan Bysiewicz, Secretary of the State