



Addendum 1  
Head Start Enrollment Partnership Project Request for Applications

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The Department of Social Services is issuing Addendum 1 to the Head Start Enrollment Partnership Project Request for Applications (RFA). Addendum 1 contains the following sections:

1. Section 1 - Revised Procurement Schedule
2. Section 2 - Responses to questions submitted regarding the RFA

Section 1 - Revised Procurement Schedule:

Milestones	Original Period	Revised Period
Review of applications and recommendations made to the Commissioners	TBD	September 25, 2008
Announcement of awards for contract negotiation	TBD	October 9, 2008
Contract negotiations/contract execution	TBD	October 31, 2008

Section 2 - Responses:

Questions submitted by interested applicants and the Department of Social Services' official responses follow. These responses shall clarify the requirements of the RFA. In the event of an inconsistency between information provided in the RFA and information in these responses, the information in these responses shall control.

1. Question: Page 5: The aim of the funding is to “assess over time and with the community the feasibility of developing a locally designed approach... and to explore the potential of creating new service models.” Scope of Services: Page 23, Item 2.e.: Explain how it plans to continue its work to ...establish the proposed changes. Clarify what the intent of this is - the planning work of the group or actual changes to service delivery.

Response: The goal of the work is the change in service delivery. The timing of the change will depend on the proposed change(s) and the challenges to making change happen. It may occur prior to the end of the contract but the requirement of the contract is the plan for service change and not the change itself.



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2. Question: Define clearly the term “proprietary information.”

Response: Proprietary is defined as something that is used, produced, or marketed under exclusive legal right of the inventor or maker.

3. Question: The text in the required format is single-spaced. Confirm.

Response: The standard format to be used throughout the application is single-spaced.

4. Question: Do you want resumes of key personnel and or contact person?

Response: No.

5. Question: Define the terms used in the Business Cost Section: administrative and service functions (does this include personnel?), administrative costs, and line-time budget?

Response: Yes it can cover personnel costs and then the administrative costs allowable as a percent of personnel costs. The primary restriction on this funding is that it **CANNOT BE USED FOR DIRECT SERVICES** but only for activities related to collaboration and partnership.

6. Question: In the application evaluation section, it states that the Budget costs section will only be evaluated by applicants who achieve a minimum of 75 percent of total available points. Section 2 and 3 total 75 percent. Please clarify. Will you only review applicants that receive a perfect score?

Response: The Business Cost Section will be evaluated only for applicants who achieve a minimum of 75 percent of the total available points in Phase Two and Phase Three.



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Head Start Enrollment Partnership Project Request for Applications

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Date Issued: July 24, 2008

Approved: \_\_\_\_\_  
Dorothy DiLernia  
Department of Social Services  
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.

\_\_\_\_\_

Authorized Signer

\_\_\_\_\_

Name of Company

Department of Social Services  
Connecticut Head Start State Collaboration Office



# HEAD START ENROLLMENT PARTNERSHIP

# REQUEST FOR APPLICATIONS



The Department of Social Services' Connecticut Head Start State Collaboration Office is requesting applications from Connecticut Head Start and Early Head Start grantees to expand access to Head Start and Early Head Start services to typically underserved children birth to age five, specifically those children who experience homelessness and/or receive child welfare services.

The resultant contract period will begin November 1, 2008 and end October 31, 2010. The total available (one-time) funding through this procurement shall not exceed \$180,000. The Department expects to award up to six contracts of \$30,000 each for the resultant contract period.

Interested applicants must submit a mandatory Letter of Intent to the Department of Social Services no later than 3:00 p.m. eastern standard time on July 17, 2008. Failure to submit the mandatory Letter of Intent in a timely manner will preclude the applicant from further consideration. Applications must be received at the Department of Social Services no later than 3:00 p.m. eastern standard time on August 21, 2008. Applications received after the stated due date and time may be accepted by the Department of Social Services as a clerical function but will not be evaluated. Those applications that are not evaluated shall be retained for thirty days after the resultant contracts are executed, after which the applications will be destroyed. All applications must be in sealed envelopes or sealed boxes clearly identified as "Head Start Enrollment Partnership Project RFA."

To download this Request for Applications (RFA), access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) or call or write:

Dorothy DiLernia  
Department of Social Services  
Contract Administration  
25 Sigourney Street  
Hartford, CT 06106  
Telephone: 860-424-5056  
Fax: 860-424-4953  
E-mail: [Dorothy.DiLernia@ct.gov](mailto:Dorothy.DiLernia@ct.gov)

The Department of Social Services is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department of Social Services reserves the right to reject any and all applications or cancel this procurement at any time if it is deemed in the best interest of the State.

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Acronyms, Abbreviations, and Definitions
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The following acronyms, abbreviations, and definitions apply to this procurement:

1. Addendum - An addition to a completed written document
2. Americans with Disabilities Act (ADA) of 1990 - A comprehensive Federal civil rights law that prohibits discrimination against individuals with disabilities in employment, state and Federal government programs and activities, public accommodations, transportation, and telecommunications
3. Applicant - An individual or organization who submits an application in response to this Request for Applications
4. Business day - A day during which State of Connecticut offices are open for business (Monday through Friday excluding State holidays)
5. Child welfare partner - The Connecticut Department of Children and Families
6. Commissioner - The Commissioner of the Department of Social Services, as defined in General Statutes of Connecticut (C.G.S.) §17b-3
7. Contractor - A successful applicant approved by the Department of Social Services
8. Early Head Start - A Head Start program that promotes healthy prenatal outcomes, promotes healthy family functioning, and strengthens the development of infants and toddlers beginning as young as newborn infants
9. Head Start - A program of the U.S. Department of Health and Human Services that focuses on assisting children from low-income families, providing comprehensive education, health, nutrition, and parent involvement services to low-income children and their families
10. Head Start delegate agency - A public, private nonprofit (including a community-based organization, as defined in Section 9101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801) or for-profit organization or agency to which a grantee has delegated all or part of the responsibility of the grantee for operating a Head Start program
11. Head Start grantee - A public or private nonprofit agency or organization whose application to operate a Head Start program pursuant to Section 514 of the Head Start Act has been approved by the responsible U.S. Department of Health and Human Services



12. Homeless services partner - Shelters serving families experiencing homelessness or domestic violence or residential substance abuse treatment programs for women and their children; McKinney-Vento Liaisons/Coordinators as designated by the local education agency; community agencies whose primary designation is to provide services for the these populations
13. Key personnel - The applicant's staff that the applicant considers necessary to achieve the Head Start Enrollment Partnership Project's objectives
14. Office of Head Start - The unit within the Federal Administration for Children and Families, U.S. Department of Health and Human Services that administers the Head Start Program
15. Partner - An agency that provides complementary child and family services and supports that is not within the same agency as the grantee (Note: a unit within the grantee's own agency would not be considered a partner for the purpose of this RFA).
16. Related party - Person or organization related through marriage, capability to control, ownership, family, or business association
17. Related-party transactions - Transactions between the resultant contractor and a related party that can include, but are not limited to, real estate sales or leases, leasing for vehicles, office equipment, or household furnishings, mortgages, loans, or working capital loans, and contracts for management services, consultant services, professional services, (attorneys and accountants, or for material, supplies, or other services purchased by the resultant contractor)
18. Subcontract - Any written agreement between the resultant contractor and another party to fulfill any contract requirements
19. Subcontractor - A party to a subcontract with a contractor who has agreed to provide some or all the goods and services the original contractor is required to provide
20. U.S. Code - A compilation and codification of the general and permanent Federal law of the U.S.
21. U.S. Department of Health and Human Services (HHS) - A Cabinet department of the U.S. Government with the goal of protecting the health of all Americans and providing essential human services

## SECTION I - OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES AND PROGRAM

### A. PURPOSE OF REQUEST FOR APPLICATIONS

The Department of Social Services' Connecticut Head Start State Collaboration Office is requesting applications from Connecticut Head Start and Early Head Start grantees to expand access to Head Start and Early Head Start services to typically underserved children birth to age five, specifically those children who experience homelessness and/or receive child welfare services.

### B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

The Department of Social Services provides a broad range of services to older adults, persons with disabilities, families, and persons who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively authorized programs and about one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department of Social Services is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Department of Social Services is headed by the Commissioner of Social Services and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the three service regions. By statute, there is a Statewide Advisory Council to the Commissioner of Social Services and each region must have a Regional Advisory Council.

The Department of Social Services administers most of its programs at offices located throughout the State. Within the Department of Social Services, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible persons with physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department of Social Services are available through community-based agencies. The Department of Social Services has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young

children. Many of the services provided by the Department of Social Services are available via mail or telephone.

There are three entities attached to the Department of Social Services for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

C. OVERVIEW OF THE CONNECTICUT HEAD START STATE COLLABORATION OFFICE
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Since 1990, the Federal Office of Head Start has funded Head Start State Collaboration grants to states to support the development of multi-agency and public/private partnerships at the state and local levels. The purposes of these partnerships are to:

1. Help build early childhood systems and enhance access to comprehensive services and support for all low-income children throughout the state
2. Encourage widespread collaboration between Head Start and other appropriate programs, services, and initiatives that augment Head Start's capability to be a partner in state initiatives on behalf of children and their families
3. Facilitate the involvement of Head Start in state policies, plans, processes, and decisions affecting the Head Start community and other low-income families

The Head Start State Collaboration Offices play an important role in building partnerships at the state and local levels to ensure Head Start's participation in systems-integration strategies to benefit low-income children and families. Head Start and Early Head Start staff, other early care and education professionals, Head Start Training and Technical Assistance providers, policymakers, and state and local government will benefit from the resources and contacts developed by and for the Head Start State Collaboration Offices.

The Head Start State Collaboration Offices ensure the coordination of Head Start services with health care, welfare, childcare, education, community service activities, family literacy services, services to homeless families, and activities related to children with disabilities.

The Connecticut Head Start State Collaboration Office is part of both regional and national networks of Head Start State Collaboration Offices. The

Connecticut Head Start State Collaboration Office works collectively with other Head Start State Collaboration Offices in New England along with state Head Start Associations and the Administration for Children and Families Region I office on activities and toward goals specific to the New England Region.

D. OVERVIEW OF THE HEAD START ENROLLMENT PARTNERSHIP PROJECT
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1. Introduction - Head Start has served as the nation's early childhood laboratory for over forty years. Focusing its efforts on children and families with low incomes, Head Start and Early Head Start have played a critical role in providing comprehensive early childhood services and family supports to our nation's most needy and at-risk populations. In the early 1990s when the number of families living in transient circumstances was rising, the Federal Office of Head Start began to encourage Head Start grantees to increase their enrollment of children who experience homelessness.
2. Head Start Act of 2007 - The Head Start Act of 2007 includes an expansion of language aimed at engaging children and families who experience homelessness. Additionally, the Head Start Act of 2007 added children who receive child welfare services including children in foster care to those for whom active outreach and prioritization should be implemented. Further, at a time when the needs of families and the landscape of early childhood services in states and communities are changing dramatically, the Head Start Act of 2007 strongly encourages grantees to work with their partners to thoroughly assess community needs to better serve children aged birth to five and their families and to expand access to Head Start and Early Head Start services to typically underserved children, specifically those who experience homelessness or receive child welfare services.
3. Enrollment Partnership Funding - This procurement aims to provide Head Start and Early Head Start grantees an opportunity to receive an Enrollment Partnership Project funding to assess over time and within their community the feasibility of developing a locally designed approach involving local partners providing homeless and/or child welfare services and to explore the potential of creating new service models and funding collaborations that better address community needs (e.g., Head Start and Early Head Start Home-based Services, Head Start and Early Head Start family child care services, a birth to age five service model, expanding access to full-day services, expanding/decreasing enrollment capacity). Head Start and Early

Head Start grantees will involve their Federal Office of Head Start Program Specialist and use their Community Assessment as a part of their work plan.

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E. APPLICANT QUALIFICATIONS

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Qualified applicants must be Connecticut Head Start and/or Early Head Start grantees. Awards shall be made by the Department of Social Services to individual Head Start and Early Head Start grantees that demonstrate the capability to conduct the described community assessment with their local partners and articulate a plan for enhancing access to Head Start comprehensive services for underserved young children. Organizations that serve as both Head Start and Early Head Start grantees are eligible to apply for one award only and should address both Head Start and Early Head Start in their proposed activities.

## SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

### A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

The Department of Social Services is issuing this RFA through its Office of Contract Administration - Procurement Unit. The Contract Administration - Procurement Unit is the Issuing Office for this procurement and is the only contact in the State of Connecticut for this procurement. The integrity of the procurement process is based in part on ensuring that all potential and intended applicants be afforded the same information and opportunities regarding the terms of the procurement. Therefore, it is incumbent on the Issuing Office to monitor, control, and release information pertaining to this procurement. Potential and intended applicants are advised that they must refrain from calling or writing any other office within the State of Connecticut or any other state employee with questions or comments related to this procurement. Potential and intended applicants who calls or writes others within the State of Connecticut with questions or issues pertaining to this procurement may risk disqualification from consideration. Decisions regarding such disqualification will be made by the Department of Social Services' Contract Administrator within the Issuing Office, after consultation with the Office of the Commissioner. The contact information for the Issuing Office is:

Dorothy DiLernia  
Department of Social Services  
Contract Administration  
25 Sigourney Street  
Hartford, CT 06106  
Telephone: 860-424-5056  
Fax: 860-424-4953  
E-mail: [Dorothy.DiLernia@ct.gov](mailto:Dorothy.DiLernia@ct.gov)

All questions, comments, applications, and other communications with the Issuing Office regarding this RFA must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the Head Start Enrollment Partnership Project RFA.

Any material received that does not so state its RFA-related contents will be opened as general mail.

## B. PROCUREMENT SCHEDULE

The schedule for this procurement is as follows. The Department of Social Services reserves the right to adjust this schedule, as needed.

Milestones	Expected End Date
RFA posting/release	July 3, 2008
Deadline for <u>mandatory</u> Letter of Intent (no later than <u>3:00 p.m. eastern standard time</u> )	July 17, 2008
Deadline for the submission of written questions (no later than <u>3:00 p.m. eastern standard time</u> )	July 17, 2008
Posting/release of the Department of Social Services' official responses to questions (Questions/Answers Addenda)	July 24, 2008
Applications due (no later than <u>3:00 p.m. eastern standard time</u> )	August 21, 2008
Recommendations to Commissioners	To be determined
Announcement of awards for contract negotiation	To be determined
Contract negotiations end/contract execution	To be determined
Head Start Enrollment Partnership Project commences	November 1, 2008

The dates for review of applications and recommendations to Commissioners, the announcement of awards for contract negotiation, and contract negotiations end/contract execution will be determined. Dates will be posted in an Addendum to this RFA on the State Procurement/Contracting Portal at [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp).

## C. MANDATORY LETTER OF INTENT (LOI)

Interested **APPLICANTS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of Social Services of their intent to submit an application in response to this RFA. The LOI must be received by the Issuing Office no later than 3:00 p.m. eastern standard time on July 17, 2008.

Please choose one way to submit the LOI to the Issuing Office via e-mail, fax, or postal mail. Do not submit duplicate copies. The LOI must clearly identify the contact person including name, telephone number, fax number, and e-mail address. It is the applicant's responsibility to confirm the Issuing Office's receipt of an LOI.

Failure to submit an LOI in accordance with the requirements set forth herein shall disqualify an applicant from further consideration.

To ensure a fair, open, and competitive process, the Department will not disclose who has submitted LOIs.

#### D. APPLICANT'S QUESTIONS

Interested applicants may submit questions regarding this RFA to the Issuing Office by fax or e-mail directed to the Issuing Office. To be considered, questions regarding this RFA must be received by the Issuing Office no later than 3:00 p.m. eastern standard time on July 17, 2008. The early submission of questions is encouraged. It is solely the applicant's responsibility to ensure and verify the Department of Social Services' receipt of questions.

The Issuing Office will respond only to those questions that meet the stated due date and time and criteria listed herein. Official responses to all questions will be in a Questions/Answers Addendum to this RFA posted on the State Procurement/Contracting Portal at [www.das.state.ct.us/Purchase/Portal/Portal\\_home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_home.asp). The expected posting/release date for the Questions/Answers Addendum is July 24, 2008. It is solely the applicant's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addenda or official announcements pertaining to this RFA. To submit a responsive application, THE APPLICANT SHALL provide a signed acknowledgment of the receipt of any and all Addenda posted to the State Procurement/Contracting Portal. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the application.

In addition to the questions and answers, the Addendum will specify dates in the Procurement Schedule currently identified as To Be Determined.

#### E. EVALUATION AND SELECTION

It is the Department of Social Services' intent to conduct a comprehensive, fair, and impartial evaluation of applications received in response to this RFA. Only applications found to be responsive to this RFA will be evaluated and scored. A responsive application must comply with all instructions listed in this RFA including the general application requirements.

#### F. CONTRACT EXECUTION

The resultant contract is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that resultant contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and



unless the resultant contracts have been approved by the Attorney General. The Attorney General reviews the resultant contract only after the parties have agreed to the provisions.

#### G. APPLICANT DEBRIEFING

The State will notify all applicants of any award issued by it as a result of this RFA. Unsuccessful applicants may, within thirty days of the signing of the resultant contract, request a meeting for debriefing and discussion of their application by writing the Issuing Office at the address provided herein. Debriefing will not include any comparisons of unsuccessful applications with other applications.

#### H. RIGHTS RESERVED

Upon determination that its best interests would be served, the Department of Social Services shall have the right to do the following:

1. Cancellation - Cancel this procurement at any time before the resultant contract award
2. Amendment of procurement - Amend this procurement at any time before contract award
3. Refusal to accept - Refuse to accept or return accepted applications that do not comply with procurement requirements
4. Rejection of incomplete application - Reject any application in which any part of the application is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all applications)
5. Prior contract default - Reject the application of any applicant in default of any prior contract or for the misrepresentation of material presented
6. Receipt of applications after stated due date and time - Reject or refuse to evaluate any application that is received after the stated due date and time
7. Written clarification - Require applicants, at their own expense, to submit written clarification of applications in a manner or format that the Department of Social Services may require

8. Oral clarification - Require applicants, at their own expense, to make oral presentations at a time selected and in a place provided by the Department of Social Services

The Department of Social Services may invite applicants, but not necessarily all, to make an oral presentation to assist the Department of Social Services in its determination of award. The Department of Social Services further reserves the right to limit the number of applicants invited to make such a presentation and the number of attendees per applicant.

9. Onsite visits - Make onsite visits to the operational facilities of applicants to further evaluate the applicant's capability to perform the duties required in this RFA
10. Allowance of application changes - Except as may be authorized by the Department of Social Services, allow no additions or changes to the original application after the stated due date and time
11. Property of the State - Own all applications submitted in response to this procurement upon receipt by the Department of Social Services
12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State
13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFA
14. One or more applicants - Contract with one or more applicants
15. Application most advantageous - Consider cost and all factors in determining the most advantageous application for the Department of Social Services when awarding an applicant the right to negotiate a contract with the Department of Social Services (while cost is a factor in determining the applicant to be awarded the right to negotiate a contract with the Department of Social Services, price alone shall not determine the successful applicants)
16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department of Social Services will be served
17. Privileged and confidential information - Share the contents of any application with any of its designees for purpose of evaluating

applications to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract periods shall be privileged and confidential)

18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from applicants upon review of the scored criteria (in addition, the Department of Social Services reserves the right to set parameters on any BFOs it receives)
19. Unacceptable applications - Reopen the bidding process if advantageous to the Department of Social Services

#### I. APPLICATION PRESENTATION EXPENSES

The State of Connecticut and the Department of Social Services assume no liability for payment of expenses incurred by applicants in preparing and submitting applications in response to this procurement.

#### J. APPLICATION DUE DATE AND TIME

The Issuing Office must receive applications no later than the due date and time specified in the Procurement Schedule. The Department of Social Services will not consider a postmark date as the basis for meeting the submission due date and time. Applicants must not interpret or otherwise construe receipt of an application after the stated due date and time as acceptance of the application, since the actual receipt of the document is a clerical function. The Department of Social Services suggests the applicant use certified or registered mail to deliver the application when the applicant is not able to deliver the application by courier or in person. Applicants that are hand-delivering applications will not be granted access to the building without photo identification and shall allow extra time for security procedures. Applicants must address all RFA communications to the Issuing Office.

#### K. ACCEPTANCE OF APPLICATION CONTENTS

If acquisition action ensues, the contents of this RFA and the application of the successful applicant will form the basis of contractual obligations in the final contract. The resulting contract will be a Personal Services Agreement (PSA) contract (Appendix 1) between the successful applicant and the Department. The applicant's application must include a "Signatory Acceptance" (Appendix 2), without qualification, of all terms and conditions as stated within this RFA and the Terms and Conditions for a PSA contract. A successful applicant may suggest alternate language after accepting without

qualification the Terms and Conditions as specified in the PSA contract. The Department of Social Services may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department of Social Services' decision is final. Any application that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department of Social Services is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

L. APPLICANT ASSURANCES
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1. Independent price determination - By submission of an application and through assurances given in its Transmittal Letter, the applicant certifies that in connection with this procurement the following requirements have been met:
  - a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
  - b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the applicant on a prior basis directly or indirectly to any other organization or to any competitor.
  - c) Competition - No attempt has been made or will be made by the applicant to induce any person or firm to submit or not submit an application for restricting competition.
  - d) Prior knowledge - The applicant has no prior knowledge of RFA contents before actual receipt of this RFA and had no part in RFA development.
  - e) Offer of gratuities - The applicant certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contract 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 resultant contractor, the resultant contractor's agent, or the resultant contractor's employees.

- f) Campaign contribution restrictions - The applicant certifies receipt of SEEC Form 11 (Appendix 10).
- 2. Valid and binding offer - The application represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto.
- 3. Press releases - The applicant agrees to obtain prior written consent and approval of the Department of Social Services for press releases that relate in any manner to this RFA or any resultant contract.
- 4. Restrictions on communications with Department of Social Services staff - The applicant agrees that from the RFA posting/release date until the Department of Social Services makes an award that it shall not communicate with the Department of Social Services' staff on matters relating to this RFA except as provided herein through the Issuing Office. Any other communication concerning this RFA with any of the Department of Social Services' staff may, at the decision of the Department of Social Services, result in disqualification of that applicant's application.

M. DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION
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Due regard will be given to the protection of proprietary information contained in all applications received; however, applicants must be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting therefrom. The applicant must provide convincing explanation and rationale to justify each exception from release consistent with C.G.S. §1-210 to claim proprietary exemption.

It will not be adequate for applicants to merely state generally that the application is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the application that an applicant believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the applicant's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. The Proprietary Declaration must be located immediately following the Table of Contents.

While applicants may claim proprietary exemptions, the final administrative authority to release or exempt any or all material so identified rests with the State.

**N. AFFIRMATIVE ACTION**

Regulations of Connecticut State Agencies §46a68j-3(10) requires organizations to consider the following factors when awarding a contract that is subject to contract compliance requirements:

1. The applicant's success in implementing an affirmative action plan
2. The applicant's success in developing an apprenticeship program complying with C.G.S. §46a-68-1 to 46a-68-17, inclusive
3. The applicant's promise to develop and implement a successful affirmative action plan
4. The applicant's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
5. The applicant's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See C.G.S. 4a-60)

**O. RESULTANT CONTRACT PERIOD, FUNDING, AND NUMBER OF AWARDS**

The resultant contract period will begin November 1, 2008 and end October 31, 2010.

The Connecticut Head Start State Collaboration Office has been granted funding from the Federal U.S. Department of Health and Human Services, Office of Head Start, as part of its annual Federal allocation, to enhance the availability of comprehensive early childhood services to young children through activities that promote local enrollment partnerships with Head Start and Early Head Start programs. The total available (one-time) funding through this procurement shall not exceed \$180,000. The Department expects to award up to six contracts of \$30,000 each for the resultant contract period.

Those Head Start and Early Head Start grantees that received related Head Start Collaboration Office allocations through a prior procurement award must clearly describe how the expansion activities proposed in response to this RFA build on previous early care and education objectives.

### SECTION III - GENERAL APPLICATION REQUIREMENTS AND STRUCTURE

#### A. GENERAL APPLICATION REQUIREMENTS

Applicants must adhere to the Department of Social Services' rules as established in this RFA for application consideration, format, and content. The Department of Social Services requires each applicant, at a minimum, to clearly describe how the specifications in this RFA will be met. Applications must provide evidence of successful experience or competence. The application structure requirements and the application content requirements are listed herein. Applicants must respond to each content requirement that begins with **THE APPLICANT SHALL**. Applications must provide evidence of successful experience or competence.

#### B. INSTRUCTIONS FOR APPLICATION STRUCTURE

1. Delivery Condition - An original (clearly marked) and six exact, legible copies of the application must be submitted in clearly identified ("Head Start Enrollment Partnership Project RFA") sealed envelopes or sealed boxes by the stated due date and time. In addition, one exact electronic copy (compact disk) of the entire application in a non-PDF format must be submitted with the original. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy.
2. Application Structure - The Department of Social Services has structured the submission requirements into four distinct parts:
  - a) Transmittal Communication, Forms, and Acceptances
  - b) Organizational Capability and Structure
  - c) Scope of Services
  - d) Business Cost Section

3. Application Construction -

- a) Binding of Applications - **THE APPLICANT SHALL** submit an application in a format that will allow updated pages to be easily incorporated into the original application. An original (clearly marked) and six exact, legible copies of the application must be submitted in loose leaf or spiral-bound notebooks with the applicant's official name appearing on the outside front cover of each binder and on each page of the application (location is at the applicant's discretion).
- b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the application. The title of each part must appear on the tab sheet.
- c) Table of Contents (TOC) - Each application must incorporate a TOC. It is through this TOC that the Department of Social Services will evaluate conformance to uniform application content and format.
- d) Cross-referencing RFA and Application - Each section of the application must cross-reference the appropriate section of this RFA that is being addressed. This will allow the Department of Social Services to determine uniform compliance with specific RFA requirements.
- e) Page Numbers - Each page of the application must be numbered consecutively in Arabic numerals from the beginning of the application through all appended materials.
- f) Page Format - The standard format to be used throughout the application is:
  - (1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced.
  - (2) Pitch shall be a maximum of ten characters per inch.
  - (3) Font shall be either Arial or Times New Roman and a minimum of twelve point.
  - (4) The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch.



- (5) Graphics may have a landscape orientation, bound along the top (11") side (if oversized, graphics may have a maximum of one fold).
- (6) Graphics may have a smaller text spacing, pitch, and font size.

Note: The page formatting does not apply to graphics, charts, and tables.

SECTION IV - APPLICATION CONTENTS
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A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES
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Each application must include an original (clearly marked) and six exact copies clearly identified as "Head Start Enrollment Partnership Project RFA." One exact electronic copy (compact disk) must be submitted as well.

1. Transmittal Letter - To submit a responsive application, THE APPLICANT SHALL submit the original application (clearly marked) and all copies with a Transmittal Letter signed by an official with the authority to bind the applicant and limited to no more than two pages, which:
  - a) Addresses each of the assurances in Section II.L of this RFA
  - b) Includes the applicant's Federal Employer Identification Number, if the applicant is an organization or the applicant's Social Security Number, if the applicant is an individual
  - c) Includes the applicant's full legal name
  - d) Includes the name, title, telephone number, fax number, and email address of the individual with authority to bind the applicant to sign a resultant contract with the Department of Social Services
2. Table of Contents (TOC) - To submit a responsive application, THE APPLICANT SHALL provide a TOC for the entire application beginning with the Executive Summary including all appendices.
3. Proprietary Declaration - To submit a responsive application, THE APPLICANT SHALL identify any proprietary information, if applicable.

4. Executive Summary - To submit a responsive application, **THE APPLICANT SHALL** provide a high-level summary limited to two pages that:
  - a) Summarizes the contents of the application
  - b) Clearly and concisely sets forth the applicant's objectives for the Head Start Enrollment Partnership Project
  - c) Details the proposed use of funding
  - d) Details how the proposed use of funds is expected to increase access to Head Start and Early Head Start services to the target populations of underserved young children
  - e) Identifies those key agencies and or community entities partnering with the applicant
5. Addendum Acknowledgement - To submit a responsive application, **THE APPLICANT SHALL** provide the signed acknowledgement of its receipt of any and all Addenda issued for this RFA. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the application.
6. Procurement and Contractual Agreements Signatory Acceptance (Appendix 2) - To submit a responsive application, **THE APPLICANT SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix 1).
7. Workforce Analysis Form (Appendix 3) - To submit a responsive application, **THE APPLICANT SHALL** complete the Workforce Analysis Form. This form shall be completed by applicants with Connecticut worksites.

Note: If an employee of the applicant operates out of a home office in Connecticut, this home office location is considered a "Connecticut worksite" to be described in the Workforce Analysis Form.

8. Notification to Applicants Form (Appendix 4 [signed]) - To submit a responsive application, THE APPLICANT SHALL summarize the applicant's affirmative action plan and the applicant's affirmative action policy statement. Additionally, to submit a responsive application, THE APPLICANT SHALL address in writing the following five factors, as appropriate, to the applicant's particular situation. These factors are:
  - a) Affirmative Action Plan - The applicant's success in implementing an Affirmative Action Plan
  - b) Development of Affirmative Action Plan - The applicant's promise to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place
  - c) Apprenticeship Program - The applicant's success in developing an apprenticeship program complying with C.G.S. §§46a-68-1 to 46a-68-17, inclusive
  - d) EEO-1 Data - The applicant's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
  - e) Set-aside for Minority Businesses - The applicant's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises, and to provide the Department of Social Services Set-aside Reports in a format required by the Department of Social Services
9. Smoking Policy (Appendix 5 - signed Statement, if applicable) - If the applicant is an employer subject to the provisions of C.G.S. §31-40q, to submit a responsive application, THE APPLICANT SHALL agree to provide the Department of Social Services with a copy of its written rules concerning smoking. The Department of Social Services must receive the rules or a statement that the applicant is not subject to the provisions of C.G.S. §31-40q before contract approval.
10. Certification Regarding Lobbying (Appendix 6) - To submit a responsive application, THE APPLICANT SHALL provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11. Contract Affidavits/Certifications - General Statutes of Connecticut (C.G.S.) §§4-250 through 4-252 require that State contracts with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive application, **THE APPLICANT SHALL** provide a completed Gift and Campaign Contribution Certification (Appendix 7) and a Consulting Agreement Affidavit (Appendix 8).

If an applicant is exempt from the Contract Affidavit/Certification Requirements, the applicant must state this fact on the affidavits/certifications and return the forms with the application.

12. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix 9) - With regard to a State contract as defined in Public Act 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

B. <u>ORGANIZATIONAL CAPABILITY AND STRUCTURE (<u>MAXIMUM FIVE PAGES</u>)</u>
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1. Organization and Head Start Enrollment Partnership Project Management -
  - a) Organization - To submit a responsive application, **THE APPLICANT SHALL**:
    - (1) Identify its partner or partners including name, address, FEIN, name of contact person, and contact person's telephone number, fax number, and email address
  - b) Head Start Enrollment Partnership Project Management - To submit a responsive application, **THE APPLICANT SHALL**:
    - (1) Identify its staff that are considered key personnel

- (2) Identify the positions within its organization that would have day-to-day responsibility for Head Start Enrollment Partnership Project leadership
- (3) Identify the individual who will act as the point of contact for Head Start Enrollment Partnership Project activities
- (4) Clearly describe the roles and responsibilities of its staff and the staff of its partners who will implement the Head Start Enrollment Partnership Project, if funds are awarded
- (5) Identify the key tasks associated with implementation of the Head Start Enrollment Partnership Project's activities

C. SCOPE OF SERVICES ( <u>MAXIMUM TEN PAGES</u> )
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General - A responsive application shall include a work plan that addresses the following requirements.

No Rewrites - The Department of Social Services does not want a rewrite of the RFA requirements, since such an application would show a lack of understanding of the Head Start Enrollment Partnership Project and an inability to provide appropriate levels of support and guidance for the implementation of the Head Start Enrollment Partnership Project.

1. Proposed Plan - To submit a responsive application, THE APPLICANT SHALL:
  - a) Describe its present resources and services that will be enhanced
  - b) Describe the existing limits or barriers to services that will be addressed, if funds are awarded
  - c) Propose a plan that demonstrates how the one-time funding, if awarded, would be used by the applicant
  - d) Describe how the use of the awarded funds is expected to increase service access for target populations of clients and improve the delivery of comprehensive child development services for the target populations of underserved young children

2. Work Plan for the Enhancement of Services - To submit a responsive application, **THE APPLICANT SHALL:**
- a) Describe how the proposed activities help the grantee in the development of new service approaches to better address the needs of typically underserved young children
  - b) Explain how the proposed activities will result in a thorough assessment of community needs and resources and how the findings will be included in its community assessment and work plan and how this will lead to the development of new approaches that enhance access to Head Start and Early Head Start comprehensive services for the target populations
  - c) Explain how it plans to continue its work to successfully establish the proposed changes once the contract has ended including identification of community resources and partners whom the applicant expects will need to be key partners to continue efforts in the future (including the Federal Office of Head Start Program Specialist)
  - d) Provide letters of commitment from each partner and the Federal Office of Head Start Program Specialist which states their intention to work with the applicant and a description of their role in the Head Start Enrollment Partnership Project

Letters of commitment, which must be signed by the proposed partner's official, must state the willingness of the partner to enter into a partnership relationship with the applicant if the latter is successful in its submission and in negotiating a resultant contract under the Head Start Enrollment Partnership Project. Letters of commitment are limited to two pages per partner. Letters of commitment are not included in the page limitation of this section.

3. Evaluation Process - To submit a responsive application, **THE APPLICANT SHALL:**
- a) Details the Head Start Enrollment Partnership Project's objectives
  - b) Clearly describe the approach and methods it will use to evaluate its progress towards achieving the objective of increasing service access

- c) Identify any data it will collect to conduct the evaluation
- d) Provide a timeline for the implementation of the evaluation process

D. BUSINESS COST SECTION
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No cost information or other financial information may be included in any other portion of the application. Any application that fails to adhere to this requirement may be disqualified as non-responsive. Each application must include cost information and other financial information in the following order:

1. Audited Financial Statements - To submit a responsive application, **THE APPLICANT SHALL** provide audited financial statements for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the applicant shall provide comparable statements that will document the applicant's financial stability and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements do not count toward the total page limit of the application.
2. Business Cost Section - The budget must allocate the requested funds to purchases, administrative and service functions, and administrative costs by line item. To submit a responsive application, **THE APPLICANT SHALL** provide a line-time budget for the use of the funds it is applying for with requested funds allocated to purchases, administrative and service functions, and administrative costs by line item.
3. Business Cost Narrative (maximum ten pages) - To submit a responsive application, **THE APPLICANT SHALL** provide a written explanation of the expected resultant contract costs including a rationale for each line item included in the budget.

Payment Structure - Resultant contractors shall be paid in accordance with expenditures incurred in accordance with the approved line-item budget. While specific payment terms will be made final during contract negotiations, it is expected that payments will be made in three equal installments upon award, submission and approval of mid-term report, and submission and approval of final report.

## SECTION V - APPLICATION EVALUATION

### A. OVERVIEW OF THE EVALUATION OF APPLICATIONS

The Department of Social Services will conduct a comprehensive, fair, and impartial evaluation of applications received in response to this RFA. An Evaluation Team has been established to assist the Department of Social Services in selection of resultant contractors. The Department of Social Services reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting recommendations to the Commissioners. The Commissioner of Social Services will notify the selected applicants that the selected applicants have been awarded the right to negotiate a contract with the Department of Social Services for the Head Start Enrollment Partnership Project.

The evaluation will be conducted in five phases:

1. Phase One - Evaluation of General Application Requirements and Structure
2. Phase Two - Evaluation of the Organizational Capability and Structure
3. Phase Three - Evaluation of the Scope of Services
4. Phase Four - Evaluation of the Business Cost Section
5. Phase Five - Ranking of the Applications

### B. PHASE ONE - EVALUATION OF GENERAL APPLICATION REQUIREMENTS AND STRUCTURE

The purpose of this phase is to determine whether each application is adequately responsive to the General Application Requirements to permit a complete evaluation of the application. Applications must comply with the instructions to applicants contained throughout. Failure to comply with the instructions may deem the application non-responsive and subject to rejection without further consideration. The Department of Social Services reserves the right to waive minor irregularities. The General Application Requirements are identified in this RFP.



C. PHASE TWO - EVALUATION OF THE ORGANIZATIONAL CAPABILITY AND STRUCTURE

Only those applications passing the General Application Requirements review will be considered in Phase Two. The Department of Social Services reserves the right to reject any and all applications.

The quality of the work plan and the program management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the applicant is in responding to the functional and technical requirements outlined in this RFA.

The Department of Social Services will evaluate the experience of proposed key personnel, agency and individual resources, and applicant's qualifications and affirmative action achievement (as shown on the Workforce Analysis Form) and any proposed subcontractors. The Department of Social Services will determine to what extent the organization and its key personnel have the capability to work effectively with the Department of Social Services to successfully develop and implement a Head Start Enrollment Partnership Project. The Department of Social Services will also assess the applicant's capability to take on the additional workload that would be generated by the resultant contract and the applicant's financial capability to undertake the resultant contract. References will be checked. The Organizational Capability and Structure section of the application will be worth 10 percent of the available points for the entire application.

D. PHASE THREE - EVALUATION OF THE SCOPE OF SERVICES

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFA including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the applicant is in responding to the functional and technical requirements outlined in this RFA. The Scope of Services section of the application will be worth 65 percent of the available points for the entire application.

E. PHASE FOUR - EVALUATION OF THE BUSINESS COST SECTION

The Business Cost Section will be evaluated only for applicants who achieve a minimum of 75 percent of the total available points in Phase Two and Phase Three. The Business Cost Section will be worth 25 percent of the available points for the entire application. It will be scored for cost reasonableness (determined by examining the Business Narrative and the

relationship between the costs, personnel, and the work plan outlined in the application).

F. PHASE FIVE - RANKING OF THE APPLICATIONS
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Upon completion of Phases One through Four of the evaluation, it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the applications, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner of Social Services, at his discretion, reserves the right to approve or reject the Evaluation Team's recommendations.

SECTION VI - APPENDICES

## APPENDIX 1 - MANDATORY TERMS AND CONDITIONS

### Section 1 - General RFP Provisions:

#### 1.1 Preparation Expense

The State of Connecticut assumes no liability for payment of expenses incurred by respondents in preparing and providing submissions in response to this procurement.

#### 1.2 Insurance

By provision of a submission the applicant agrees that it will carry insurance, (liability, fidelity bonding, workers' compensation or surety bonding and/or other), as specified in a resultant contract, during the term of the contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits, or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder including, but not limited to, any claims or demands of malpractice. Certificates of such insurance shall be filed with the Contract Administrator prior to the performance of services.

#### 1.3 Suspension or Debarment

By provision of a submission, the applicant certifies the applicant or any person (including subcontractors) involved in the administration of Federal or State funds:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, state or Federal)
- b. Has not within a three-year period preceding the application submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state or Federal) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the above offenses
- d. Has not within a three-year period preceding the application submission had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

#### 1.4. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFP and are mandatory for any resultant contracts. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, "contract," refers to any resultant contract to this RFP, although the term, "contract," as used in these terms and conditions does not suggest, warrant, nor guarantee that the Department will enter into a contract as a result of this RFP. Also, as used in these mandatory terms and conditions, the term, "contractor," refers to any resultant contractor to this RFP, although the term, "contractor," does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP.

#### Section 2 - General Contract Provisions:

The Contractor agrees to comply with the following mandatory terms and conditions.

##### A. Contract Term

- 1. The contract term shall be subject to contract negotiations between the Department and the resultant contractor.
- 2. Notices

Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt will be obtained), or three days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

In case of notice to the contractor:

To be determined

In case of notice to the Department:

To be Determined  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106

Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

B. Contractor Obligations

1. Credits and Rights in Data

- (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the Federal government. All such publications shall be released in conformance with applicable Federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use, and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor.

The Contractor does not assume any responsibility for the use, publication, or disclosure solely by the Department of such data.

- (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

2. Organizational Information, Conflict of Interest, IRS Form 990

Annually during the term of the contract, the Contractor shall submit to the Department the following:

- (a) A copy of its most recent IRS Form 990 submitted to the Federal Internal Revenue Service
- (b) Its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

3. Federal Funds

The Contractor shall comply with requirements relating to the receipt or use of Federal funds. The Department shall specify all such requirements in Part I of this contract.

4. Audit Requirements

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 years in which the award was made. The Contractor will comply with Federal and state single audit standards as applicable.

5. Prohibited Interest

The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

6. Offer of Gratuities

By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

7. Related Party Transactions

The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

- (a) Real estate sales or leases
- (b) Leases for equipment, vehicles or household furnishings
- (c) Mortgages, loans and working capital loans



- (d) Contracts for management, consultant, and professional services as well as for materials, supplies and other services purchased by the Contractor

8. Lobbying

The Contractor agrees to abide by state and Federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

9. Suspension or Debarment

- (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local)
  - (2) Within a three-year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
  - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses
  - (4) Has not within a three-year period preceding this agreement had one or more public transactions terminated for cause or fault.

(b) Any change in the above status shall be immediately reported to the Department.

10. Liaison

Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

11. Subcontracts

None of the services to be provided by the contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document, and records, provided for in paragraph 2.11 infra. No subcontract or delegation shall relieve or discharge the contractor from any obligation, provision, or liability thereunder.

The contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small, minority, and women's businesses in accordance with C.G.S. §4a-60.

12. Independent Capacity of Contractor

The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

13. Indemnification

(a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) Claims arising directly or indirectly, in connection with the contract including the acts of commission or omission

(collectively the "Acts") of the Contractor or Contractor Parties

- (2) Liabilities, damages, losses, costs and expenses including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract (The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. 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 the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.)
  - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
  - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
  - (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
  - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other

professionals' fees expended in pursuing a Claim against a third party.

- (f) This section shall survive the termination, cancellation, or expiration of the Contract, and shall not be limited by reason of any insurance coverage.
14. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission
- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the Federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
  - (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
  - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy

Contractor shall comply with all pertinent provisions of local, state, and Federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies, or procedures, which the Department has responsibility to promulgate or enforce.

16. Facility Standards and Licensing Compliance

The Contractor will comply with all applicable local, state and Federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and Federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance, or criteria.

17. Reports

The Contractor shall provide the Department with such statistical, financial, and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and Federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.

18. Delinquent Reports

The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

19. Record Keeping and Access

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, Federal agencies. The Contractor shall retain all such records concerning this contract for a period of three years after the completion and submission to the state of the Contractor's annual financial audit.

20. Workforce Analysis

The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.

21. Litigation

- (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract including, but not limited to, financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
- (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or Federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of Federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation, and Termination

1. Contract Revisions and Amendments

- (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
- (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.
- (c) No amendments may be made to a lapsed contract.

2. Contract Reduction

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
  - (1) The Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld
  - (2) Federal funding reductions result in reallocation of funds within the Department.
- (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
  - (1) Withhold payments until the default is resolved to the satisfaction of the Department
  - (2) Temporarily or permanently discontinue services under the contract
  - (3) Require that unexpended funds be returned to the Department
  - (4) Assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department
  - (5) Require that contract funding be used to enter into a subcontract arrangement with a person or persons

designated by the Department to bring the program into contractual compliance

- (6) Terminate this contract
  - (7) Take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the programs provided under this contract or both
  - (8) Any combination of the above actions
- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable timeframes. Within five business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.



- (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

4. Non-enforcement Not to Constitute Waiver

The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

5. Cancellation and Recoupment

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five business days of cancellation. Within five business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Department. This action of the Commissioner shall be considered final.

- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- (d) The Department reserves the right to recoup any deposits, prior payment, advance payment, or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of programs under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. Equipment

In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

7. Transition after Termination or Expiration of Contract

In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs.

The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

8. Program Cancellation

Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

9. Mergers and Acquisitions

- a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department
- (b) At least ninety days prior to the effective date of any fundamental changes in corporate status including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

1. Health Insurance Portability Act of 1996 ("HIPAA")

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance “with all applicable Federal and state law regarding confidentiality, which includes but is not limited to (“HIPAA”), more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E; *and*
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter “Department”) is a “covered entity” as that term is defined in 45 CFR §160.103; *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 CFR §160.103; *and*
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 CFR §160.103; *and*
- (f) The Contractor and the Department agree to the following to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Business Associate” shall mean the Contractor.
  - (2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.
  - (4) “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR §164.502(g).
  - (5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Parts 164, subparts A and E.

- (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
  - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 CFR §160.202.
  - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
  - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and parts 164, subpart A and C.
- (h) Obligations and Activities of Business Associates
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as required by law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the

Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a

request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate
- (1) General Use and Disclosure Provisions - Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

(j) Obligations of Covered Entity

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination

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



- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible.
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination
  - (A) Except as provided in (1)(2) above, upon termination of his Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions

- (1) Regulatory References - A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment - The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival -The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract - Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction - This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.
- (7) Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever including, without limitation, attorney's fees, expert witness fees, and costs

of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents including subcontractors, of any obligation of Business Associate and its agents including subcontractors, under this Section of the Contract.

2. Americans with Disabilities Act of 1990 - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC §§12101-12189 and §§12201-12213) (Supp. 1993), 47 USCS §§225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability, which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC §794 (Supp. 1993), regarding access to programs and facilities by individuals with disabilities.
3. Utilization of Minority Business Enterprises - It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 CFR §§74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds, and §§13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
4. Priority Hiring - Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
5. Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by C.G.S. §46a-81p, the Contractor agrees to the following

provisions required pursuant to §4a-60a of the Connecticut General Statutes:

(a)

- (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 representatives 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 §46a-56 of the Connecticut General Statutes.
- (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 provisions of this section and §46a-56 of the Connecticut General Statutes.

(b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, 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 §46a-56 of the Connecticut General Statutes 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.

6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities - The Contractor agrees to comply with provisions of §4a-60 of the Connecticut General Statutes:

(a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved.

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that 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 C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. §§46a-56, 46a-68e and 46a-68f.
  - (5) The Contractor agrees to provide the Commission of 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 C.G.S. §46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of 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
  - (3) Who are members of a minority, as such term is defined in subsection (a) of C.G.S. §49-60g.

- (c) For the purposes of this section, “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. Determinations 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 action advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
  - (e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision 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 C.G.S. §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 such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
7. Performance of Governmental Functions - Pursuant to §1-218 of the State of Connecticut General Statutes, 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 requires the inclusion of language indicating that the records and files associated with the performance of the governmental function are subject to the

Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

Section 1-200(11) of the State of Connecticut General Statutes defines "Governmental Function" as the administration or management of a program of a public agency, which program has been authorized by law to be administered or managed by a person, where (A) the person receives funding from the public agency for administering or managing the program, (B) the public agency is involved in or regulates to a significant extent such person's administration or management of the program, whether or not such involvement or regulation is direct, pervasive, continuous or day-to-day, and (C) the person participates in the formulation of governmental policies or decisions in connection with the administration or management of the program and such policies or decisions bind the agency. The Department and the Contractor agree that the Contractor does not make governmental policy decisions that are binding on the Department. Therefore the Contractor's performance under the terms of this Contract do not equate to the performance of a governmental function.

8. Whistleblowing - This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this 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.
9. Campaign Contribution Restrictions - On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State



Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

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

10. Non-smoking - If the Contractor is an employer subject to the provisions of §31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.
11. Executive Orders
  - (a) Executive Order No. 3: Nondiscrimination - This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- (b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:
- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow
  - (2) 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
  - (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site
  - (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules
  - (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be

canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

- (d) Executive Order No. 7C: Contracting Standards Board - This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state contracting agency termination of this 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 not later than fifteen days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or §4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state contracting agency.
  - (2) 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.

- (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the C.G.S. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of §4-252 of the C.G.S. 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.
- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment consistent with maintaining clean and sanitary facilities.

## 12. Change order process

The Department may, at any time, with written notice to the contractor, make changes within the general scope of the contract. Such changes may include activities required by new or amended Federal or State laws or regulations or quality related projects that are identified following the execution of the contract. The Department may reimburse the contractor for any activities required by new or amended State or Federal laws or regulations not mentioned in the Scope of Work or for any other changes outside the Scope of Work defined in the contract, which the Department deems necessary.

The written Change Order issued by the Department shall specify whether the change is to be made on a certain date or placed into effect only after approval of the contractor’s fee or cost submission as described in the following paragraph. No changes in scope are to be conducted except by the express written approval of the Department’s Contract Administrator.

As soon as possible after receipt of a written Change Order request, but in no event more than five business days thereafter, the contractor shall provide the Department with a written statement that the change has a cost neutral effect on the Department, or that there is a cost impact, in which case the statement shall include a description of the cost involved in implementing the change.

Significant Change Order work may require authorization from the State of Connecticut Office of Policy and Management in order to amend the contract to allocate additional funds to this project.

APPENDIX 2 - PROCUREMENT AND CONTRACTUAL AGREEMENTS  
SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Applications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

Acceptance Statement

On behalf of \_\_\_\_\_ I,  
\_\_\_\_\_ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Head Start Enrollment Partnership Project Request for Applications.

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**APPENDIX 3 - WORKFORCE ANALYSIS FORM**

Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Total number of CT employees: \_\_\_\_\_  
 Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Totals for all Columns - Male and Female	White (Not of Hispanic Origin)		Black (Not of Hispanic Origin)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		Individuals Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Implementation Date \_\_\_\_\_  
If the answer is No, explain.
- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date [WFA 5/93]



APPENDIX 4 - NOTIFICATION TO APPLICANTS FORM

The contract to be awarded in response to this RFA is subject to contract compliance requirements mandated by §4a-60 of the General Statutes of Connecticut, and when the awarding agency is the State, §46a-71(d) of the General Statutes of Connecticut. Contract Compliance Regulations codified at §4a-60 et. seq. of the Regulations of the Connecticut State agencies establish a procedure for the awarding of all contracts covered by §4a-60 and 46a-71(d) of the General Statutes of Connecticut.

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as applicants, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in §4a-60 of the General Statutes of Connecticut as a business wherein 51 percent or more of the capital stock or assets belong to 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 §32-9n.” “Minority” groups are defined in §32-9n of the General Statutes of Connecticut as “(1) Black Americans, (2) Hispanic Americans, (3) Women, (4) Asian Pacific Americans and Pacific Islanders, or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of §4-114a (10) of the Contract Compliance Regulations.

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

1. The applicant's success in implementing an affirmative action plan
2. The applicant's success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Regulations of Connecticut State agencies, inclusive
3. The applicant's promise to develop and implement an affirmative action plan
4. The applicant's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market
5. The applicant's promise to set aside a portion of the contract for legitimate minority businesses. See §4-114a3 (10) of the Contract Compliance Regulations

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**INSTRUCTION TO THE APPLICANT:** The Applicant must sign the acknowledgement below and return it to the Awarding Agency along with the bid application. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the “Notification to Applicants” form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On Behalf of: \_\_\_\_\_

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

## APPENDIX 5 - SMOKING POLICY

### General Statutes of Connecticut

Section 31-40q. Smoking in the workplace: Definitions, employers to establish nonsmoking areas, exemptions.

- a) As used in this section:
- i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
  - ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.
  - iii. "Employee" means any person engaged in service to an employer in the business of his employer.
  - iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
  - v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):

Cited. 224C. 666, 674.

HSEP RFA #070308\_HSEP\_RFA  
Last revised 7/3/2008 9:01 AM

APPENDIX 6 - CERTIFICATION REGARDING LOBBYING

Contractor: \_\_\_\_\_

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

1. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Firm/Organization

\_\_\_\_\_  
Date

## APPENDIX 7 - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION


**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

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

**INSTRUCTIONS:**

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

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

**GIFT CERTIFICATION:**

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

\_\_\_\_\_  
Printed Contractor Name  
**Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	

APPENDIX 8 - CONSULTING AGREEMENT AFFIDAVIT



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Form fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

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

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

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement. Shaded area containing fields for Printed Name of Applicant or Vendor, Signature of Chief Official or Individual, Date, Printed Name (of above), and Awarding State Agency.

Sworn and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Commissioner of the Superior Court or Notary Public

APPENDIX 9 - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND  
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND  
SOLICITATION BAN

SEEC FORM 11

This notice is provided under the authority of General Statutes of Connecticut 9-612(g)(2), as amended by P.A. 07-1, and is for 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

\$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences

of their violations, may also be subject to civil penalties of \$2,000 or twice the amount of the prohibited contributions made by their principals.

#### Criminal penalties

Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than five years, or \$5,000 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 Web site of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."