

PROCUREMENT NOTICE
State of Connecticut
Department of Correction
Legal Notice

Notification of a procurement opportunity for **Inmate Legal Assistance** required by the Connecticut Department of Correction is available for review, download and printing on the State's Procurement/Contracting Portal at:
http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

Bid notices may also be accessed on the Department of Correction web page at:
<http://www.ct.gov/doc>

Pursuant to C.G.S. § 18-101i, the Department must award purchase of service contracts only to private nonprofit organizations, State agencies, or units of local government.

The Department of Correction is an Equal Opportunity/Affirmative Action Employer. Questions may be directed to the CTDOC Contracts Administration Unit at (860) 692-7758.

Deaf and hearing-impaired individuals may use a TDD by calling 1-800-842-4524.

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. **RFP Name or Number:** RFP #DOC-ILA-15-SS / Inmate Legal Assistance
2. **Summary:** The purpose of this request is to procure legal services for incarcerated individuals, consistent with applicable state and federal law and court rulings.
3. **Synopsis (Optional):** Not Available
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
 - 0600: Professional Support Consulting and Miscellaneous Services
 - 2000: Community and Social Services

■ B. DEFINITIONS

1. *Department:* For the purposes of this RFP, 'Department' shall mean the Connecticut Department of Correction.
2. *Contractor:* A private, non-profit provider organization, a for profit organization, or CT State agency, that enters into a POS (Purchase of Service) contract with the Department as a result of this RFP.
3. *Proposer:* A private, non-profit provider organization, a for profit organization, or CT State agency that has submitted a proposal to the Department in response to this RFP.
4. *Prospective Proposer:* A private, non-profit provider organization, a for profit organization, or CT State agency, that may submit a proposal to the Department in response to this RFP, but has not yet done so.
5. *Subcontractor:* An individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP.
6. *Startup Costs:* One-time costs incurred for the startup of a program. These costs may not be annualized.

■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Melanie Sparks
Address: 24 Wolcott Hill Road
 Wethersfield, CT 06109

Phone: 860 692-7758
Fax: 860 692-6869
E-Mail: Melanie.Sparks@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's Web Site:
<http://www.ct.gov/doc>
- State Contracting Portal:
http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

- Total Funding Available: **Approximately** \$827,065 annually
- Number of Awards: To Be Determined
- Contract Cost: To Be Determined
- Contract Term: 1-6 Years, at the discretion of the Department

4. **Eligibility.** The Department will award a contract to a private nonprofit organization, a for-profit organization or State agency.

5. **Minimum Qualifications of Proposers.** Bids will be accepted from private, non-profit organizations, for profit organizations, or state agencies which can clearly demonstrate an ability to provide the requested services. Preference will be given to respondents with a proven history of providing the requested or substantially similar services as well as those with a proven history of financial stability.

6. **Procurement Schedule.** Dates marked (*) are target dates only, and may be subject to change. The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and the Department's Web Site.

- RFP Planning Start Date: July 1, 2014
- RFP Released: February 1, 2015
- Deadline for Letter of Intent: 3:00 PM, February 20, 2015
- Deadline for Receipt of Questions: 3:00 PM, March 16, 2015
- Answers Released: March 20, 2015
- Deadline for Proposal Submission: 3:00 PM, April 6, 2015
- (*) Proposer Selection: April 17, 2015
- (*) Start of Contract Negotiations: April 24, 2015
- (*) Start of Contract: July 1, 2015

7. **Letter of Intent.** A Letter of Intent (LOI) is required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact identified in Section C.1 of this RFP. LOI's may be submitted by US mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including agency name, contact person, postal address, telephone number, fax number, and e-mail address. As a courtesy, the Department will confirm receipt of the LOI via email to the email address designated in the LOI, but **it remains the sender's responsibility to confirm the Department's receipt of the LOI.** Failure to

submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

8. Inquiry Procedures. All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If the Department chooses to answer questions received after the deadline, the question and the answer will be made available to all proposers or prospective proposers. The Department reserves the right to answer questions only from those who have submitted an LOI. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The Department will release the answers to questions on the dates established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and the Department's Web Site.

9. RFP Conference. An RFP Bidder's Conference will **not** be held for this process.

10. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be **received** by the Official Contact on or before the following due date and time:

- Due Date: April 6, 2015
- Time: 3:00 PM

Faxed or e-mailed proposals will not be evaluated. When hand-delivering proposals by courier or in person, allow extra time due to building security procedures. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time may be accepted by the Department as a clerical function, but late proposals will not be evaluated. At the discretion of the Department, late proposals will either be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- five (5) conforming copies of the original proposal; and
- one (1) conforming electronic copy (on disc or drive) of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal must be compatible with Microsoft Office Word 2007. For the electronic copy, whenever possible, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

11. Multiple Proposals. The submission of multiple proposals from the same proposer is an option with this procurement.

12. Declaration of Confidential Information. Proposers are advised 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 from them. If a proposer deems that certain information

required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. Conflict of Interest - Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV, pages 19-20 of this RFP. Proposals that fail to follow the required outline will be deemed non-responsive and will not be evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by the Department as Form #6, in Section IV.I, page 29 of this RFP.
3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline. (See Section IV)
4. **Executive Summary.** Proposals must include a summary of the main proposal and cost proposal. This summary should include, the type of program being proposed, annual number of inmates expected to be served, location of program, a brief agency history, and a brief program philosophy. The summary should not exceed one (1) page in length.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements.** Submitted proposals must conform to the following specifications:
 - Binding Type: Loose Leaf, Bound with a Butterfly Clip
 - Dividers: No Dividers
 - Paper Size: Standard Letter
 - Print Style: 2-sided
 - Font Size: 12
 - Font Type: Times New Roman
 - Margins: None specified
 - Line Spacing: Single Space

7. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
8. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes, packages or boxes and must be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope, package or box. The RFP Name or Number must be clearly displayed on the envelope, package or box. Any proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but will not be evaluated. At the discretion of the Department, such a proposal may be either destroyed or retained for pick up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating and awarding contracts, the Department will conform with its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
2. **Screening Committee.** The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.
4. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. Interpretation of these criteria will be established by the Screening Committee prior to receipt of proposals. The criteria are weighted according to their relative importance. The weights are disclosed below.
 - Organizational Profile
 - Scope of Services (weighted at a factor of 3)
 - Staffing Plan (*see note*) (weighted at a factor of 1)
 - Data and Technology (weighted at a factor of 1)
 - Subcontractors (weighted at a factor of 1)
 - Work Plan (weighted at a factor of 2)
 - Financial Profile (weighted at a factor of 1)
 - Budget and Budget Narrative (weighted at a factor of 2)
 - Appendices (weighted at a factor of 1)

Note: As part of its evaluation, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the

discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.

- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope sent by the Department will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department head with a copy of the appeal being sent to the Official Contact. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope sent by the Department will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

■ A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: http://www.ct.gov/opm/fin/standard_contract

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's (SEEC) notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting 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 proposer, contractor, or its agents or employees.
3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor. This section shall not apply when proposals are being submitted to operate a collaborative program provided by one or more separate entities.

4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

■ **C. TERMS AND CONDITIONS**

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume liability for expenses incurred by proposers in preparing, submitting, or clarifying proposals submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
7. **Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** The Department reserves the right to award in part or reject proposals in whole or in part for misrepresentation, or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any or all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** FOIA generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain

documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- 3. Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: Proposer must complete and submit Ethics Form 5 with the proposal.
- 4. Gift and Campaign Contributions, 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; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
- 5. Nondiscrimination Certification , C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms
IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

III. PROGRAM INFORMATION

■ A. DEPARTMENT OVERVIEW

The Department currently operates fifteen (15) correctional facilities throughout the state, with a current population of 16,500 incarcerated inmates:

Facility	Location	Security Level	Population	
Bridgeport Correctional Center	Bridgeport	Level 4	1,029	Male Adults
Brooklyn Correctional Institution	Brooklyn	Level 3	502	Male Adults
Carl Robinson Correctional Institution	Enfield	Level 3	1,457	Male Adults
Cheshire Correctional Institution	Cheshire	Level 4	1,342	Male Adults
Corrigan-Radgowski Correctional Center	Uncasville	Level 3/4	1,650	Male Adults
Enfield Correctional Institution	Enfield	Level 3	722	Male Adults
Garner Correctional Institution	Newtown	Level 4	520	Male Adults
Hartford Correctional Center	Hartford	Level 4	1,040	Male Adults
MacDougall-Walker Correctional Institution	Suffield	Level 4/5	2,037	Male Adults
Manson Youth Institution	Cheshire	Level 4	544	Male Youths
New Haven Correctional Center	New Haven	Level 4	825	Male Adults
Niantic Annex	Niantic	Level 2	402	Male Adults
Northern Correctional Institution	Somers	Level 5	258	Male Adults
Osborn Correctional Institution	Somers	Level 3	1,927	Male Adults
Willard-Cybulski Correctional Institution	Enfield	Level 2	1,166	Male Adults
York Correctional Institution	Niantic	Level 2-5	1,130	Female Youth/Adults

The Department is required by state statute, federal law and by federal court precedent, to provide 'meaningful access to courts' for this population. Through a variety of court rulings, a standard of services for 'meaningful access to court' has been established. This RFP solicits programs designed to meet those standards in an efficient and cost effective manner.

■ B. PROGRAM OVERVIEW

1. Department Vision

Through this RFP, the Department is seeking to establish a program to provide meaningful access to court for inmates incarcerated in Connecticut correctional facilities and limited services to Connecticut inmates incarcerated in other states.

The Department is seeking competitive bids from legal service or other organizations to facilitate access to court and legal assistance of a civil nature to offenders. The program goal is to: **"provide offenders with access to court when challenging their sentences and to challenge the terms and conditions of their confinement"**. The direct representation of inmates is not required, *except in limited situations*.

The Department envisions a system whereby inmates are provided sufficient assistance to meet current legal requirements, without providing services or assistance not mandatory under current definitions. The Department foresees a program which should include pre-packaged forms and instructions for the filing of a majority of court documents.

A cost effective program may have limited reliance on attorney intervention but may rely more heavily on complaint review and assistance by paralegal staff members who are supervised by an attorney licensed in the state of Connecticut.

The Department will accept proposals for a singular provider to provide state-wide services, proposals for services in specific regional areas only and proposals for a singular provider that accomplishes statewide services through sub-contract with eligible parties throughout the state of Connecticut (collaborative service provision). The Department will also accept proposals for an administrative organization that collects inmate complaints/correspondence, reviews for validity and passes valid complaints/correspondence to local attorneys within the state of Connecticut.

Proposals for programs not offering singular state-wide services should include involvement of the provider in the case of inmate transfer to another correctional facility, until such time as the inmate has been assisted with filing of a court case or until the inmate's complaint has been determined to be invalid.

2. Relevant Case Law

The Department is providing the following relevant case references to assist in the development of a proposal. The cases delineated below serve to define court-upheld adequate access to court for the challenge of criminal sentence and the terms and conditions of confinement of an inmate population. There are numerous other cases which should be reviewed in exam of components that constitute appropriate inmate access to court. Such should be delineated in any proposal submitted in response to this RFP to define the applicant's proposed services and their responsiveness to applicable law.

1. Bounds v. Smith, 430 U.S. 817, 821, 97 S. Ct. 1491, 52 L. Ed. 2d 72 (1977): Held that "the fundamental constitutional right of access to the courts requires prison authorities to assist inmates in the preparation and filing of meaningful legal papers by providing prisoners with adequate law libraries or adequate assistance from persons trained in the law." *Id* at 828
2. Lewis v. Casey, 518 U.S. 343, 355, 116 S.Ct. 2174, 135 L. Ed. 2d 606 (1996): Clarified and limited Bounds by stating: "Bounds does not guarantee inmates the wherewithal to transform themselves into litigating engines capable of filing everything from shareholder derivative actions to slip and fall claims. The tools it requires to be provided are those that the inmates need in order to attack their sentences, directly or collaterally, and in order to challenge the conditions of their confinement. Impairment of any other litigating capacity is simply one of the individual (and perfectly constitutional) consequences of conviction and incarceration." *Id* at 355
3. Farmer v. Brennan, 511 U.S. 825, 832-34, 114 S.Ct. 1970, 128 L. Ed. 2d 811 (1994): Defined humane conditions of confinement: provision of adequate food, clothing, shelter, medical care, "reasonable measures to guarantee the safety of the inmates." (Does NOT include other civil actions; e.g., real estate transactions, probate, "shareholder derivative actions [or] slip-and-fall claims.")
4. Sandin v. Conner 515 U.S. 472, 115 S.Ct. 2293, 132 L.Ed.2d 418 (1995): Altered the standard by which federal courts determine when due process attaches to prisoners' liberty interests. This new standard recognizes prisoners' liberty interests only upon a showing of an "atypical and significant" deprivation.
5. Hudson v. McMillian 503 U.S. 1, 112 S.Ct. 995, 117 L.Ed.2d 156 (1992): Held that the use of excessive physical force against a prisoner may constitute cruel and unusual punishment even though the inmate does not suffer serious injury.

Proposals for meeting the Commissioner of Correction's obligation of assisting inmates to gain access to court shall also focus on meeting all legal requirements of access to court, where for example, other state appointed counsel, such as assigned counsel from the Office of the Public Defender, or assigned counsel appointed in a state court habeas matter is available. Pursuant to Connecticut General Statute 51-296(a), indigent inmates in any habeas corpus proceeding arising from a criminal matter or in any extradition proceeding may be represented by such assigned counsel.

The submitted proposal must also provide for assistance to prisoners to collaterally attack their sentences through the filing of federal habeas corpus petitions.

3. Legal Approach

While adequate law libraries and assistance from persons trained in the law are two ways to assure meaningful access to the courts, as noted in Bounds, "a legal access program need not include any particular element...and we encourage local experimentation. Any plan, however, must be evaluated as a whole to ascertain its compliance with constitutional standards." (*Id* at 832) Proposals to address and satisfy the Commissioner of Correction's obligation to provide access to court for indigent inmates should be creative and should encourage experimentation, including possibly different approaches at different facilities, as well as assistance to inmates in simply meeting technical requirements to get proper forms

filled in a timely and meaningful way, consistent with the statement of the Supreme Court in *Lewis v. Casey*, which reiterated that there is no one single approach to developing adequate legal services to meet the minimum requirements.

The Commissioner of Correction, in seeking proposals in response to this RFP, seeks to “encourage local experimentation” in various methods of assuring access to the courts. *Bounds* at 832. One such experiment, for example, might replace libraries with some minimal access to legal advice and a system of court-provided forms such as those that contained the original complaints in *Sandin v. Connor* and *Hudson v. McMillian*—forms that asked the inmates to provide only the facts and not to attempt any legal analysis.

4. Historic Department Inmate Legal Assistance Statistics/Workload

Workload	Average Annual	Average Monthly
Correspondence Received (#)	4,199	350
Cases Opened (#)	8,738	728
In-Person Inmate Interviews (#)	574	49
Court Appearance (#)	66	6
Incoming Telephone Calls (#)	4,235	353
Outgoing Telephone Calls (#)	2,109	176
Reported Attorney Time (Hours)	13,963	1,164
Reported Non-Attorney Time (Hours)	4,622	385

■ C. MAIN PROPOSAL COMPONENTS

1. Organizational Requirements

- (a) Purpose / Mission / Philosophy: Briefly describe the purpose, mission and philosophy of the applicant agency and the proposed program.
- (b) Entity Type / Years of Operation: Please provide a brief history of the applicant agency and the proposed program.
- (c) Office Location: Please provide the location of the applicant agency's administrative offices and the location from which the program will operate. Budgets must reflect all expenses associated with this location.
- (d) Qualifications / Certification / Licensure: Please describe the applicant agency's experience providing the kinds of services being requested through this RFP. If the applicant agency or program being proposed holds any certifications or licensures, please detail the type and how long it has been held.
- (e) References: If you do not currently or have not in the past 3 years provided contracted services to the Department, at least two reference letters must be included in Section H of the proposal to support the description of your experience in providing these services. Letters must include applicant agency name, contact name, mailing address, phone number and email address of the writer. Letter must also include the nature of the writer's relationship with the proposer and the extent of the proposer's provision of services to the writer. This is **NOT** a Letter of Support. The writer must be able to detail a prior relationship of services provided.

2. Service Requirements

Proposals should address each of the following areas and should delineate the applicant's philosophy for each component, as well as the applicant's approach to managing each component:

- (a) Satisfying Prisoner Right of Access to Court: The proposer shall attest, and be willing to annually provide a sworn affidavit, that they will provide assistance that is sufficient and adequate at all times to satisfy any legal requirements incumbent upon the Department concerning inmate rights of access to court, as has been determined by state and federal courts, including the U.S. Supreme Court.

Proposals must describe the applicant's approach to ensuring legally sufficient and adequate access to court for inmates. Proposals must include justification as to how such approach has been determined to withstand legal challenge.

- (b) Assistance in Preparation and Filing of Meaningful Legal Papers: Except as specifically delineated herein, assistance shall be limited to enabling inmates to prepare and file meaningful civil legal papers and may include limited assistance such as identifying, articulating and researching legal claims.

It is anticipated that the chosen provider of these services will develop, maintain and rely heavily on standard legal form packages for common or routine complaints. It is anticipated that such packages will be maintained and made available to inmates to reduce the workload associated with on-going interaction with inmates regarding their complaints.

It is anticipated that the obligation of the contractor will be deemed to have been fulfilled once the inmate has either filed his/her claim with the court or the claim has been determined by the contractor to be invalid.

- (c) Assistance Limited to Terms and Conditions of Confinement and to Challenge Sentencing: Except as otherwise specifically provided herein, meaningful papers referred to are limited to those needed to provide inmates a reasonably adequate opportunity to present to the courts claimed violations of legal rights concerning only the terms and conditions of their confinement, and to challenge their sentences, as defined by relevant federal and state law, where a state public defender or assigned counsel is not available. For example, civil actions concerning family matters, business matters, tax issues or security deposits are not related to the terms and conditions of confinement or sentencing.

Proposals must delineate all matter types that the applicant believes to be germane to the intent of the law and subsequent relevant cases, as well as those matter types relevant to ensuring the Commissioner's compliance with federal law.

- (d) No Assistance in Administrative Matters: This restriction on services also applies to administrative matters such as FOIA requests and appeals.
- (e) No Court Appearance or Representation (Limited Exceptions): Except as specifically outlined in this document, assistance under the contract shall not require or permit entering an appearance in the case or extend to actual trial or appellate proceedings or to proceedings ancillary thereto.
- (f) Representation of Offenders at York Correctional Institution: The contractor must agree to provide for an attorney to **represent** female offenders at the York CI in family matters, such as divorces, child custody, DCF proceedings, and other civil family matters, except in those cases where there is a statutory right to counsel, (i.e. a proceeding to terminate parental rights). Unlike the assistance referred to above, such representation may include entering an appearance in an offender's case and representing her in court in connection with the family matter referred to. An attorney must be physically present at York CI at least 8 hours per week.
- (g) Representation at Parole Revocation and Rescission Hearings: The contractor will also agree to provide an attorney, as necessary, to represent offenders at parole revocation and rescission hearings, where legally required. Such representation will be provided only upon request and authorization of the Chairman of the Board of Pardons and Paroles.
- (h) Limited Services for Offenders Housed in Other States: Proposal must provide for limited services to inmates from other states confined in Connecticut facilities, as well as limited services for Connecticut inmates incarcerated in other states. Assistance, in all cases, shall be limited to matters concerning the conditions of confinement while incarcerated in Connecticut, or assisting in filing a federal habeas petition under 28 USC 2254.
- (i) Exclusion for Represented Offenders: The legal services to be provided shall exclude any services in which an attorney is otherwise provided for by law or made available to offenders without cost to the offender, including, but not limited to, the State of Connecticut Division of Public Defender Services.

- (j) Provision of Extra-Contractual Services: There may be instances when the Commissioner or designee, in the interest of judicial or administrative economy, shall require legal assistance for prisoners in given case(s) to extend to trial and/or appellate or administrative services, including services ancillary thereto. In such event, the Commissioner, or designee, shall notify the contractor and upon such notification the contractor and the Department shall enter into negotiations for agreement outside the master contract for the provision of the requested services. In no case, however, shall the contractor be obligated to undertake to provide any legal assistance in instances wherein to do so would be contrary to an attorney's duty to abide by all applicable ethical standards, rules of court and/or to serve as an officer of the Court.
- (k) Date of Program Availability: Proposals must detail the timelines leading up to the date that the program will begin providing services to inmates. The Department anticipates a contract start date of July 1, 2015.
- (l) Performance Outcome Measures: Proposals should describe measurable objectives that the applicant feels are relevant to the performance of services described herein. Final performance measures will be determined by the Department prior to contract execution.

3. Staffing Requirements

Proposers must describe the staff categories to be assigned to this project, including the extent to which they have the appropriate training and experience to perform assigned duties. The proposal must describe the extent to which staff is multi-lingual and multi-cultural. Job descriptions, minimum qualifications, licensing requirements, hours per week and hourly wages must be provided for all staff categories assigned to this project. Please do not include resumes. If the staff person to be assigned to the position is known at the time of proposal submission, a brief narrative summarizing that person's qualifications is sufficient.

Staffing must include at least one full time attorney who is a member in good standing with the Connecticut Bar, as well as at least one attorney who is admitted to the United States District Court and is familiar with federal rules of civil procedure, local rules for the District of Connecticut and any procedural and substantive rules related to successful, timely and meaningful filing of federal habeas corpus petitions.

Proposals must demonstrate the appropriate utilization of staff. For example, attorneys should not perform tasks which may be performed by paralegals or other support staff. Preference will be given to proposals delineating the most creatively efficient and adequate use of staffing.

4. Data and Technology Requirements

Proposers must describe the extent to which the applicant agency and the proposed program have the capability to access the internet, send/receive outside email and view PDF documents.

Proposers must describe how the program will provide for the installation and maintenance of a toll free telephone number to facilitate access to the program by all inmates. Where toll free access is not available, the proposer must describe another means for ensuring telephone access to the program for inmates.

Proposers must describe their proposed methods from tracking correspondence, telephonic communication and workloads on a monthly and annual basis. Proposals should include the extent of the applicant's capabilities in Office Applications.

5. Sub-Contractors

Proposals must disclose the proposed use of subcontractors to accomplish program services. If the proposed program includes the use of subcontractors, the relationship of the subcontractor to the applicant, a detailed description of the services to be provided by the subcontractor, the staffing to be allocated by the subcontractor and the costs of utilizing a subcontractor must be delineated in the proposal.

D. COST PROPOSAL COMPONENT**1. Financial Requirements**

Proposers must submit cover letters from their auditor for the last 3 annual audits of their agency and include a copy of their most recent audit. Letters and a copy of the most recent audit must be included in Section H of the proposal. If less than 3 audits were conducted, detail must be provided as to why, and any supporting documentation assuring the financial efficacy of the applicant agency should be included (i.e. an accountant prepared financial statement, a tax return, etc.). If the most recent audit is available via the Office of Policy and Management's EARS system, such may be noted in the proposal, and a hardcopy of the audit need not be provided.

All proposers should budget for a Performance Bond in the amount of a one year contract. The final need for such a bond, or the level of the bond, will be negotiated with the selected proposer.

All proposers must budget for professional liability insurance coverage for errors, omissions, commissions, negligence, incompetence and malfeasance. Such insurance must be maintained throughout any resulting contract.

2. Budget Requirements

Proposals must contain an itemized budget on the budget form included as Form #7 in Section IV, pages 31-32 of this RFP. All startup costs must be clearly identified as (one) 1 line item in the budget.

A budget narrative must be provided, explaining all costs contained in the budget. All **start up** costs must also be separately and clearly detailed in the budget narrative.

All other funding, including applicant agency financial support and income from other sources must be identified. The program may not assess fees to inmates for services.

Inmates residing in the community, under supervision of the Commissioner of Correction are not eligible for assistance.

Note: The program proposed through this RFP must be funded, in accordance with Connecticut General Statute 18-81, within available appropriations from the State Legislature, as such may be modified from year to year.

IV. PROPOSAL OUTLINE

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a. Legal Name of Agency, Address, FEIN	
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G. Cost Proposal

- a. Line Item Budget (Form #7)
- b. Budget Narrative

H. Appendices

- a. Letters of Reference (if required)
- b. Cover Letters from Previous 3 Audits
- c. Most recent Audit or other financial information (as outlined herein)

I. Forms

- a. **Form #1:** Gift and Campaign Contribution Certification
This form must be completed and included in Section I of the proposal.
- b. **Form #2:** Consulting Agreement Affidavit
This form must be completed and included in Section I of the proposal .
- c. **Form #3:** Acknowledgment of Contract Compliance
This form must be completed and included in Section I of the proposal.
- d. **Form #4:** Notification To Bidders
This form must be completed and included in Section I of the proposal. For more information on completion of this report, go to www.ct.gov/chro
- e. **Form #5:** Employer Information Report
This form must be completed and included in Section I of the proposal. For more information on completion of this report, go to www.eeoc.gov
- f. **Form #6:** Cover Sheet
This form must be completed and included as Page 1 if the proposal is being submitted for a program NOT currently under contract with the Department.
- g. **Form #7:** Budget
This form must be completed and included in Section G of the proposal



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic 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)

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 if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

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 a twelve-month anniversary 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) "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 a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

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

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

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

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

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

If YES: _____
Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Contractor

Signature of Principal or Key Personnel

Date

Printed Name (of above)

Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public

**Acknowledgement of Contract Compliance
Notification to Bidders**

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes: and when the guarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-11a-1 et seq. of the regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets, belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprises; and (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “ (1) Black Americans...(2) Hispanic American...(3) Women...(4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians...” The above definitions apply to the contract compliance requirement virtue of Section 4-114a-1 (10) of the Contract Compliance Regulations.

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

- (a) the proposer’s success in implementing an affirmative action plan;
- (b) the proposer’s success in developing an apprenticeship program complying with Sections 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) the proposer’s promise to develop and implement a successful affirmative action plan;
- (d) the proposer’s submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the proposer’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-11a-3(10) of the Contract Compliance Regulations.

* INSTRUCTIONS Proposer must sign acknowledgment below, and return acknowledgment to awarding agency along with signed proposal.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form.

Signature _____

Date _____

BIDDER CONTRACT COMPLIANCE MONITORING REPORT - FORM #4**PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (if any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV 01/2006

O.M.B. No. 3048-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

Address (Number and street)

City or town

State

ZIP code

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

Address (Number and street)

City or Town

County

State

ZIP code

b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)

c. Was an EEO-1 report filed for this establishment last year? Yes No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A - N
	Race/Ethnicity														
	Hispanic or Latino		Not-Hispanic or Latino												
	Male		Male						Female						
A	B	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	N	
Executive/Senior Level Officials and Managers	1.1														
First/Mid Level Officials and Managers	1.2														
Professionals	2														
Technicians	3														
Sales Workers	4														
Administrative Support Workers	5														
Craft Workers	6														
Operatives	7														
Laborers and Helpers	8														
Service Workers	9														
TOTAL	10														
PREVIOUS YEAR TOTAL	11														

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 Check 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official _____ Title _____ Signature _____ Date _____

Name of person to contact regarding this report _____ Title _____ Address (Number and Street) _____
 City and State _____ Zip Code _____ Telephone No. (including Area Code and Extension) _____ Email Address _____

All reports and information obtained from individual reports will be kept confidential as required by Section 709(c) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW. U.S. CODE, TITLE 18, SECTION 1001



REQUEST FOR PROPOSAL
RFP # DOC-ILAP-15-SS
Department of Correction
February 2015

FORM #6: Proposal Cover Sheet

Applicant Agency

FEIN

Address

City/Town

State

Zip Code

Agency Contact:

Title:

Telephone Number

Fax Number

E-Mail Address

Total Annual Program Cost
(not including startup)

Total Annual Cost to CTDOC
(not including startup)

Requested Startup Costs

Proposed Program Address:

Applicant Agency Fiscal Year: _____ to _____
 (month) (month)

Is your agency a non-profit? Yes No **Is your agency incorporated?** Yes No

Is your agency registered as a:

Minority Business Enterprise? Yes No

Women Business Enterprise? Yes No

Small Business Enterprise? Yes No

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official

Date

Typed Name and Title

FORM #7 RFP #DOC-ILAP-15-SS PROPOSED BUDGET

PROVIDER NAME

PROPOSED PROGRAM

I. SALARIES & WAGES				
	Staff	Number FTE's	Average Annual Salary	Annual Total
A.	Program Director/Managing Attorney			
B.	Attorney			
C.	Paralegal			
D.	Clerical Support			
E.	Other			
F.	Other			
G.	Other:			
	Subtotal Staff			
II. NONSALARY DIRECT SERVICE COSTS				
A.	Temporary Help (not employees)			
B.	Contract Services			
C.	Telephone			
D.	Office Supplies & Postage			
E.	Staff Training & In-service			
F.	Advertising:			
	1. Recruitment - Staff			
	2. Program Advertising			
G.	Vehicle Expense (gas, oil, repairs)			
H.	Mileage Reimbursement			
I.	Dues, Fees, Licenses, Subscriptions			
J.	Rental/Lease Payments			
K.	Property and Real Estate Taxes			
L.	Insurance			
	1. Umbrella			
	2. Malpractice/ Prof. Liability			
	3. Liability			
	4. Property (incl. liability)			
	5. Vehicles			
	6. Other:			

M.	Maintenance Supplies/Expenses			
N.	Utilities (heat, water, light)			
O.	Depreciation			
P.	Minor Equipment (\$250 - \$600)			
Q.	Other			
R.	Other			
	Subtotal Non-Salary Costs			
III.	TOTAL DIRECT SERVICE COSTS			
IV.	ALLOCATED EMPLOYEE BENEFITS			
V.	ALLOCATED ADMIN. EXPENSE			
VI.	STARTUP COSTS			
VII.	MAJOR EQUIPMENT			
VIII.	TOTAL EXPENSES			
IX.	REVENUE			
	Source of Revenue			
1.				
2.				
3.				
4.				
5.	Investment Income			
6.	Interest Income			
D.	TOTAL ALL NON-DOC REVENUES			
E.	TOTAL REQUESTED DOC FUNDING			
F.	TOTAL ALL REVENUES			

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