

**State of Connecticut  
Department of Correction**

**DAYCARE SERVICES**

**Request for Proposal - RFP # DOC-08-DAYCARE-DB**

The Connecticut Department of Correction (CTDOC) is pleased to invite proposals for the operation of a Child Day Care program at the York Correctional Facility in Niantic, Connecticut. This program will be for the children of employees of the Department of Correction, the children of other state employees, the children of municipal employees and children of the area residents/workers.

**Eligibility** – Bids will be accepted from individuals, non-profit organizations, and for-profit organizations. Bidders must be able to demonstrate ability to secure and maintain proper licensure for proposed services.

**Important Dates** –     **March 9, 2007 – Mandatory Letter of Intent To Bid due - 3:00 P.M.**  
                                  **March 16, 2007 – Mandatory Bidders' Conference (tentative schedule)**  
                                  **March 21, 2007 – All questions due**  
                                  **March 23, 2007 – All answers released by CTDOC**  
                                  **April 2, 2007 – All Proposals due – 3:00 P.M.**

To participate in the application process, all interested parties **must submit** a Letter of Intent to Bid. All such letters must be received no later than March 9, 2007, by 3:00 PM. Letters of Intent to Bid may be mailed or submitted via fax or e-mail. Failure to submit a Letter of Intent to Bid by the date and time indicated will remove potential bidders from eligibility to bid.

An original and five copies of the completed proposals must be received at the address listed below, no later than April 2, 2007, 3:00 PM. The original must carry original signatures. **PROPOSALS MAY NOT BE FAXED OR EMAILED. PROPOSALS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE ACCEPTED AND WILL BE DESTROYED.**

Place Due - Connecticut Department of Correction  
24 Wolcott Hill Road,  
Wethersfield, CT 06109-1152

Attention: Joel R. Ide,  
Grants and Contracts Manager,  
Fax: 860-692-7772  
E-mail: JoelR.Ide@po.state.ct.us

**Further Information**

To assure an equitable process, all questions regarding the preparation of proposals concerning this RFP must be submitted in writing by March 21, 2007, 3:00 PM, to the Department, at the address, fax number, or email listed above. All questions received by CTDOC will be answered in writing, with a copy of all questions and responses provided to all applicants who have attended the Mandatory Bidder's Conference. In order to expedite this process, it is requested that all Questions and Letters of Intent to Bid contain appropriate e-mail addresses to which CTDOC will email responses or any other information/notices.

ALL QUESTIONS **MUST** BE IN WRITING AND DIRECTED TO MR. IDE AS DESCRIBED ABOVE. DO NOT CONTACT ANY OTHER CTDOC STAFF MEMBER. SEEKING INFORMATION FROM ANY OTHER STAFF MEMBER WILL REMOVE YOUR AGENCY FROM ELIGIBILITY TO BID.

## **I. Department Needs**

CTDOC is seeking **Daycare Services** at York Correctional Facility in Niantic, CT. These services should begin July 1, 2007 and continue until June 30, 2012. At that time the Department reserves the right to renegotiate with the provider to extend the term of the agreement. Payment for these services will not be billable to CTDOC.

The hours of operation for the Child Day Care Program at the York Correctional Facility must be from 6:30 a.m. to 6:30 p.m. five days per week. It is important that the daily start time not be later than 6:30 a.m.

The program should be operational as many days per year as possible. Please provide a listing of scheduled days of closure. Include a full description of your flextime policies, providing parents with less than full week services, or variable schedules.

Eligibility for this program will be determined on a priority basis, using the following categories:

- Priority 1: Children of Employees of the Connecticut Department of Correction
- Priority 2: Children of Employees of other State Agencies
- Priority 3: Children of Municipal Employees
- Priority 4: Children from the general public

Two waiting lists will be required. One such list will be for Department employees and the other for non-Department employees. In all cases, Department employees will be given priority placement.

## **II. Background**

The Department of Correction will provide the physical plant, utilities, parking, general maintenance and security for the building(s).

The contractor will be responsible for providing all furniture, fixtures and equipment for the program, as well as for the repair, maintenance and replacement of all such items. The contractor will be responsible for the daily cleaning and maintenance of the property.

The Department of Correction currently houses a Child Day Care program in one building located on Roxbury Road, Niantic. A second building, immediately adjacent to this one, may also be available. Both buildings have been recently renovated and are suitable for the operation of a Child Day Care program.

Each building is approximately 1,230 square feet. A floor plan for each of the existing buildings is available, upon request.

## **III. Proposal Content Requirements and Format**

Proposals must be submitted in the format and, where provided, on the forms included in this RFP. All requirements of this RFP must be met. All pages must be numbered.

### **A. Applicant Information**

Please use the form included in this package. All categories must be addressed. If a category does not apply to your agency or proposal, indicate so with N/A.

## **B. Proposed Program**

1. A description of the program's philosophy
2. A description of the curriculum for each age group, including plans for organizing space to accommodate the philosophy and curriculum.
3. A description of how staff will be recruited and hired, including qualifications for all program staff. All staff will be required to submit to and pass a background security check through CTDOC.
- 4.** A description of how enrollment will be conducted, including a recruitment plan, plans for ensuring equal access for all eligible families, and plans for dealing with greater demand than can be met by the center. The enrollment should be approximately **20-60 children** and the center should reach licensed capacity within one year of the center's opening. Eligibility for the program will be in accordance with the parameters established **elsewhere in this document.**
5. A description of the policy for parent involvement and parent education.
6. A description of policies to prevent child abuse and procedures for reporting instances of suspected abuse, including assurances of ability to comply with all federal, state, local or administrative requirements.
7. A description of a staff development plan for the teachers, including goals, resources, and frequency of training sessions.
8. A description of the administrative structure.
9. A description of the methods to be used to evaluate the program and staff.
10. A description of methods used to evaluate a child's progress and growth.
11. A description of experience in operating child day care programs.
12. A list of current child day care programs operated. Include location, contact person, if the program is operated specifically for a separate entity, i.e. IBM, State of Indiana, etc.
13. The contractor will be required to pursue accreditation with the National Association for the Education of Young Children (NAEYC). Provide a description of this process.

## **C. Assurances**

The proposal must include a statement of adherence to Assurances described in this RFP.

## **D. Eligibility and Exclusions**

The proposal must clearly define all eligibility criteria and must identify any categories of children who would be excluded from the proposed program. All exclusions must be fully explained.

**E. Budget**

Operating budgets for five years of the proposed program, including staff salaries and benefits, administrative costs and all non-salary expenses such as consumables, furniture, equipment, etc. Tuition and other revenues should meet operating expenses. Include proposed rates, based on these budgets. Include in this section any proposed reduction in rates for employees of the Department of Correction.

The budget must make note of any proposed or anticipated subcontracts. The selected Contractor must provide the Department with a complete description of any subcontract anticipated in the provision of services described in their proposal. All information required of the contractor must be applied to the subcontractor as well.

**IV. Miscellaneous Provisions**

**A. Inoperable Facilities**

In the event the program facility is rendered partially or totally inoperable by fire, strike or other disaster, or a cause beyond the control of the contractor, the contractor shall give immediate notice thereof to CTDOC. It is understood by all parties that it will be entirely within the discretion of CTDOC whether or not to restore the facility rendered partially or totally inoperable by any cause. The Department makes no warranty, assurance or commitment to make such restoration.

**B. Assignment**

The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement, in whole or in part, without the prior written consent of the Department.

**C. Laws and Legal Requirements**

The contractor will observe and comply with all Federal, State and local laws, ordinances and regulations respecting the safety, building, fire, health, sanitary codes and employment permit requirements and all other legal requirements that may be applied to an agreement for the provision of child day care services.

**D. Save Harmless Language**

The contractor will indemnify and save harmless the State, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the contractor, the contractor's employees or agents, or any subcontractors under this agreement or resulting from the non-performance by the contractor or any subcontractors under this agreement, or any of the covenants and provisions of this agreement, and such indemnity will not be limited by reason or enumeration or any insurance coverage herein provided.

## **E. Liability Insurance**

The contractor will carry for the duration of any agreement, including extensions, insurance as described below:

Insurance providing for a total limit of One Million dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of the injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of One Million, Five Hundred Thousand dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, and

The operation of all motor vehicles, including those hired or borrowed, used in connection with any agreement with the Department for the provision of day care services, shall be covered by automobile liability insurance in the following amounts: Insurance providing for a total limit of Seven Hundred and Fifty Thousand dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least One Million Five Hundred Thousand dollars (\$1,500,000).

In conjunction with the above, the contractor agrees to furnish to CTDOC, a Certificate of Insurance, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required above. The contractor will supply CTDOC, on an annual basis, a new Certificate of Insurance, as described herein.

**Any change in coverage or cancellation of coverage will require immediate notification to CTDOC. Failure to maintain continuous coverage, as specified, will be cause for immediate cancellation of any agreement.**

Unless requested otherwise by CTDOC, the contractor and its insurer will waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit. The contractor will assume all costs for premiums for the required insurance.

## **F. Fire Insurance**

The State of Connecticut carries Fire Insurance including extended coverage, on its buildings and equipment therein. The contractor is warned and hereby notified to carry Fire Insurance at its expense in amounts suitable to protect its investment in the equipment, furniture, supplies, etc., installed, placed or otherwise utilized at the facility. The contractor will provide and maintain in serviceable condition, fire extinguishers of such type and number as is appropriate for the safety and protection of occupants and property.

## **G. Worker's Compensation**

The contractor will carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut for all persons performing duties under any agreement, including those duties performed by a subcontractor.

## **H. Payment Bond**

**The contractor will, at the time of the signing of any agreement, deposit with CTDOC a payment bond in the amount of \$100,000. Said bond will be executed by a surety company authorized to do business in Connecticut and satisfactory to CTDOC. Said bond will be for the term of any agreement, including extensions and shall provide for the continuity of service, repair of damage to building or other outstanding expenses, should the contractor default on this agreement.**

## **I. Claims Waived**

The contractor waives any and all claims for compensation for any and all loss or damage or loss of enrollment sustained by reason of any deficit, deficiency or impairment of water supply, sewer, drainage, electric, food service equipment or other mechanical apparatus, or for any loss sustained resulting from fire, water, wind, civil commotion or because of labor difficulty or for any repairs performed by the contractor's personnel or repairs for which the contractor has entered into any agreement with other parties; and releases and discharges the State and CTDOC, its officers and agents, from any and all demands claims, action and cause for action arising from any of the causes aforesaid.

## **J. Mutilation of Physical Property**

All installation or removal of equipment will be done under the supervision of CTDOC. Any damage resulting from violation of this restriction will be repaired by the contractor at its expense under the supervision and approval of CTDOC.

## **K. Accounting**

The contractor will keep accounting and management records of operations under any agreement, which are separate from its records relating to other Child Day Care Program transactions. Such records of operation under any agreement will be kept in a form and manner satisfactory to CTDOC, and all records, books and papers relative to the operation will be open to inspection and audit by CTDOC at all times during regular business hours. The contractor will have prepared and will provide to CTDOC within ninety (90) days following the close of the contractor's fiscal year, a statement of operating income and expenses for the Child Day Care Program.

Statements will be certified by an independent Certified Public Accountant, with an opinion as to the contractor's compliance with any agreement with CTDOC.

## **L. Food and Beverages**

If the contractor will be responsible for the provision of all snacks, such snacks must be prepared and provided according to the advice and consent of a fully licensed nutritionist who has specific expertise in the nutritional needs of children. Describe how the proposed program will account for snacks which take into account medical, cultural and religious requirements and whether the program will provide snacks or parents will be responsible for snacks.

## **M. Equipment**

The contractor provides all child day care equipment which is necessary to operate the approved program. All equipment required will be presented to CTDOC for review and approval. No equipment will be carried onto facility grounds without prior approval from CTDOC. Likewise, no equipment will be removed from facility grounds without the prior approval of CTDOC. This includes equipment which is being discarded or permanently

moved, for whatever reason. The contractor will provide an annual listing of all equipment for review.

Equipment which requires installation will be approved by CTDOC in advance. The type, location and method of installation will also be approved by CTDOC. In such cases, a determination will be made, through joint discussion of the parties, as to who will retain title to such installed equipment and under what circumstances such equipment may be removed.

The contractor will be liable for any damage to CTDOC property caused by the installation or removal of any equipment, unless such liability is waived in writing by CTDOC prior to the installation.

#### **N. Maintenance and Repair**

CTDOC will be responsible for maintenance of and repairs to the building structure which is defined as foundation, exterior walls and inner permanent walls, floors, permanent lighting fixtures, plumbing, electrical service, security system, windows and doors. However, items requiring repair due to negligence on the part of the contractor will be the responsibility of the contractor.

In the event the contractor neglects or fails, in the opinion of CTDOC, to fulfill the terms and conditions of any agreement with regard to maintenance, repair, replacement or operation, CTDOC reserves the right to effect said maintenance, repair, replacement or operation and the contractor will reimburse CTDOC for all costs, including labor and material, as well as any other costs incurred by such action by CTDOC.

#### **O. Temporary Reduction or Cessation of Operations**

Either party of any agreement may request a temporary reduction or cessation of operations at any time during the term of such agreement when, in its opinion, such reduction or cessation is necessary for the purpose of performing major maintenance or repair work, capital construction, expansion or modification of the building or other premises or for any other purpose when it considers it to be in the best interest of CTDOC or the public to do so. The approval of the party receiving the request will not be unreasonably withheld. CTDOC warrants that it will make every reasonable effort to prevent a disruption of operations and to minimize any possible inconvenience to the contractor. The party requesting temporary reduction or cessation of operation will provide such advance notice as is possible under the circumstances.

The contractor will not plead loss of income or claim damages as a result of any required reduction or cessation of its operations under this provision, unless said reduction or cessation is at the request of CTDOC and extends beyond 15 consecutive days.

#### **P. Parent's Suggestions and Comments**

CTDOC reserves the right to invite suggestions and comments for the purpose of evaluating the parents' opinion of the general operation of any program. **It is CTDOC's intention to appoint a representative committee to work with the contractor and make recommendations for the operation of any program. The committee will also review any request for changes in fee schedules.**

**Q. Housekeeping**

The contractor will be responsible for the cleanliness of the entire interior premises of any program. They will continually keep these in a neat, clean and sanitary condition.

Failure by the contractor to maintain standards of cleanliness and sanitation may result in CTDOC hiring a contractor to enter the premises and fulfill those obligations. All costs associated with any such action by CTDOC will be paid by the contractor.

**R. Refuse**

The contractor will be responsible for the separation of all refuse for the purpose of recycling. CTDOC will be responsible for the removal of all properly separated refuse. However, any items which require other than ordinary disposal will be the responsibility of the contractor.

**S. Standards and Inspections**

The contractor will maintain a high standard of quality of services and general maintenance of the premises at all times. CTDOC and its representatives, during all operating hours will be entitled to inspect all parts of the premises and all features of the operations conducted by the contractor therein, and to bring any problems or deficiency to the attention of the contractor, who will commence to remedy such problem or deficiency promptly, subject to subsequent review and modification by mutual agreement.

Complaints received from the parents or CTDOC employees will be directed to the contractor for its investigation and resolution. The contractor will respond directly to complainants in a timely manner and provide copies of such responses to CTDOC.

**T. Licenses and Permits**

The contractor will obtain and pay for all licenses and permits as may be required by Federal, State or local departments for the operation of the program.

**U. CANCELLATION OR TERMINATION**

- (a) If at any time during the term of any agreement, the contractor (1) voluntarily files a petition in bankruptcy or insolvency or for a re-organization under any bankruptcy or insolvency statute, or for any arrangement, or makes an assignment for the benefit of creditors, or (2) upon any petition filed against the contractor, the contractor will be adjudicated a bankrupt or insolvent and such petition will not be dismissed, withdrawn or otherwise stayed within thirty (30) days after such adjudication, or (3) a receiver or trustee for all, or substantially all, of the property of the contractor is appointed upon the claim of insolvency and the said receiver or trustee is not discharged or ordered removed, or his appointment otherwise stayed within thirty (30) days after appointment, CTDOC may terminate any agreement.
  
- (b) If at any time during the term of any agreement, the contractor is not conducting operations in accordance with the terms, conditions and provisions herein, and CTDOC so advises the contractor, in writing, of such violations, the contractor will be given a specified time but in no event more than thirty (30) days within which to rectify such conditions. If at the conclusion of the said time the contractor has not rectified or taken reasonable steps to rectify such conditions, CTDOC may then terminate any agreement on thirty (30) days notice, in writing.

- (c) In the event that CTDOC terminates any agreement under the provisions of paragraphs (a) or (b), CTDOC reserves the right to enter into a new agreement with others and to pursue its rights under the agreement as against the contractor and its agency.
- (d) Upon expiration of any agreement, or in the event that an agreement is terminated, the contractor agrees to remove any and all furniture, minor equipment and expendables it has installed under the provision of any agreement. Major equipment and leasehold improvements installed by the contractor will not be removed, and title to same will revert to CTDOC under provisions of any agreement. In the event the contractor does not remove any and all items within ten (10) days from the expiration of an agreement, or its termination for any reason, the contractor will be deemed to have abandoned to CTDOC any and all equipment, furniture or expendables not so removed. In the event CTDOC will wish to purchase any or all minor equipment, furniture or expendables from the contractor upon expiration or termination of any contract, the contractor agrees to give CTDOC right of first refusal on such items.
- (e) In the event of termination, the contractor hereby waives entry, demand and notice of every kind and description whatever which might otherwise, were it not for this waiver, be necessary in obtaining possession of said premises by CTDOC or a successor contractor.

## **V. Proposal Requirements**

1. Proposal must be completed in the format described and meet all requirements of this RFP.
2. Proposal must be signed by an authorized official of the applicant organization.
3. An original and five copies of the completed proposal must be received no later than 3:00 p.m., **April 2, 2007**, at the address and person identified on page 1 of this RFP.
4. Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by CTDOC.

## **VI. Review Criteria**

Proposals submitted in response to this notice will be reviewed in two steps; first, to determine whether the Minimum Requirements have been met; second, to determine the Technical Merit of the proposals and the extent to which they meet the goals and intent of the RFP.

### **A. Minimum Requirements**

Proposals will be screened for completeness and compliance with the requirements specified in the RFP. Applicants who fail to follow instructions or to include all required elements will be deemed incomplete and removed from further review.

### **B. Technical Requirements**

Complete proposals will be reviewed for technical merit based on the following criteria:

1. The extent to which the applicant has demonstrated successful experience providing substantially similar services. Priority will be given to applicants who have successfully provided those services most closely related to services sought through this RFP.

2. The extent to which references provided support the applicants success in providing substantially similar services.
3. The extent to which services to be provided are described clearly and cover all requirements outlined in the RFP.
4. The extent to which the profile of staff who will be working on this project is clear and adequate to manage the services to be provided.
5. The extent to which a thorough workplan is presented, with measurable objectives and specific, appropriate timelines.
6. The extent to which a cost-effective budget is presented.
7. The competitiveness of the proposal.

### **C. Review Process**

Proposals which meet the minimum requirements will be reviewed by a panel of appropriate staff. Recommendations concerning the selection of a proposal for funding will be made by this panel. The final selection is at the discretion of the Commissioner.

A notification of the outcome of proposals will be mailed to all applicants on or about May 1, 2007.

## **VII. Compliance with Applicable Statutes and Regulations**

The applicant is required to be in compliance with all applicable Federal and State statutes and regulations. These include, but are not limited to, all Affirmative Action and Non-discrimination rules and regulations. CTDOC will provide all necessary forms for the documentation of compliance with any contractual agreements with CTDOC.

Moreover, in accordance with Section 4a-60(a) of the Connecticut General Statutes, the awardee will agree and warrant that in the performance of this award, he/she 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, sexual orientation, mental retardation, mental or physical disability, unless it is shown by the awardee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States and the State of Connecticut.

The awardee will further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the awardee as they relate to the provisions of Section 4a-60 and Regulations of Connecticut State Agencies, Sections 46a-68J-2 to 46a-68K-8.

## **VIII. Affirmative Action Notice**

The State of Connecticut strongly supports the concept and implementation of affirmative action to overcome the present effects of past discrimination. CTDOC urges its bidders, suppliers, contractors and awardees to implement affirmative action plans and programs of their own, and hereby notifies all bidders, suppliers, contractors and awardees that CTDOC will not knowingly

do business with, or make awards to, any individual or organization excluded from participation in any federal or state contract program, or found to be in violation of any state or federal anti-discrimination law.

**IX. Assurances**

All proposers must agree to adhere to the following conditions and **must positively state such in the proposal:**

**A. Conformance with Statutes**

Proposer assures compliance with all applicable federal and/or state laws or regulations. This assurance extends to compliance with all ethics and reporting requirements demanded by both state and federal governments.

**B. Ownership of Proposals**

All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Sections 1-19 of the Connecticut General Statutes (Re: Freedom of Information).

**C. Reports and Information**

Proposer acknowledges that any contract with the CTDOC will require appropriate information, as determined by the CTDOC.

Contractor will permit access by staff/agents properly authorized by the CTDOC to the contractor's premises, staff and participants and financial records, at any reasonable time.

The right to publish, distribute or disseminate any and all information or reports, or any part thereof, will accrue to the CTDOC without recourse. Contractors will maintain written records to substantiate costs incurred under any contract.

**D. Timing and Sequence**

Timing and sequence of events resulting from this RFP will ultimately be determined by the State.

**E. Stability of Proposed Prices**

Any price offerings from applicants must be valid for a period of 120 days from the due date of applicant proposals. In the event of a discrepancy between the unit price and the extension, the lower price shall govern.

**F. Oral Agreements**

Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by the written agreement. Communications, written or oral, with any CTDOC employee other than the designated contact, concerning this RFP, may terminate a proposers eligibility to submit a response.

**G. Amending or Canceling Requests**

The State reserves the right to amend or cancel this RFP at its discretion, prior to the due date and time, and/or at any point to the issuance of the written agreement, if it is in the best interests of the agency and/or the State.

**H. Rejection for Default, Misrepresentation or Incomplete Submission**

The State reserves the right to reject the proposal of any applicant which is in default of any prior contract or for misrepresentation. The State reserves the right to reject incomplete proposals.

**I. State’s Clerical Errors in Awards**

The State reserves the right to correct inaccurate awards resulting from its clerical errors.

**J. Rejection of Proposals**

Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

**K. Applicant Presentation of Supporting Evidence**

An applicant, if requested, must be prepared to present evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the RFP.

**L. Changes to Proposals**

No additions or changes to the original proposal will be allowed after submittal, unless specifically requested by CTDOC.

**M. Collusion**

By responding, the applicant implicitly states that the proposal is not made in connection with any competing applicant submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the applicant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the applicant’s proposal preparation.

**N. Subcontracting**

In a multi-contractor situation, CTDOC requires a single point of responsibility and accountability.

**O. Gift Affidavit**

Connecticut General Statute § 4-252 (the “Statute”) requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, 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;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder/proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The Department of Correction began planning this services procurement on 2/22/07.

**P. Public Inspection**

All proposals are subject to public inspection after the full execution of contract(s)

**X. Rights Reserved to the State**

The State reserves the right to reject any and all proposals, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.



**Please be clear, thorough and brief in your narrative. Superfluous information should not be included.**

**B. Program Proposal and Description**

1. Provide a full description of the program being proposed
2. Describe your experience providing the kinds of services being proposed.  
If you do not currently or have not in the past 3 years provided services to the CTDOC, please provide at least two references that may be contacted to support the description of your experience in providing these services. Include: Agency/Company name, Address, Contact Person, Telephone Number.
3. Provide a narrative overview of staff who will be assigned to the proposed program. Include licensure/certification requirements and any other federal, state or agency requirements. Descriptions may be done by category, i.e., Teacher, Program Manager, etc. indicating the number of Full Time Equivalents (FTE's) for each category.

**C. Staffing**

**D. Assurances**

**E. Eligibility and Exclusions**

**F. Budget**

## TECHNICAL REVIEW CRITERIA WORKSHEET

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Applicant

<u>Criteria:</u>	<u>Point Value</u>
1. The extent to which applicant has demonstrated successful experience providing similar services.	( )
2. The extent to which references support the applicant's success providing similar services.	( )
3. The extent to which services to be provided are described clearly and cover all requirements outlined in the RFP.	( )
4. The extent to which adequate time is allocated to manage the services to be provided.	( )
5. The extent to which the profile of staff who will be working on this project is clear and adequate to manage the services to be provided.	( )
6. The extent to which a thorough workplan is presented with measurable objectives and specific, appropriate timelines.	( )
7. The extent to which a cost effective budget is presented which follows eligibility guidelines.	( )
8. The competitiveness of the proposal.	<u>( )</u>
Total	( )

### Rating Scale

- 10 Meets criteria to the highest possible degree - could not be better qualified.
- 9 Meets criteria very easily - would have no difficulty with the assignment.
- 8 Meets criteria adequately - would have little or no difficulty with the assignment.
- 7 Meets criteria barely - would have some difficulty with the project.
- 6 Somewhat unacceptable - would have great difficulty with the project.
- 5 Thoroughly unacceptable - would not be able to meet the project assignment.

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Date

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Reviewer's Signature

# STATE OF CONNECTICUT

## OFFICE OF POLICY AND MANAGEMENT Policies and Guidelines

### Gift Affidavit (Bid or Proposal)

*Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.*

I, \_\_\_\_\_, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Value</u>	<u>Date of Gift</u>
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<u>Gift Description</u>
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Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

# STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines

**Campaign Contribution Affidavit**  
**(Bid or Proposal)**

*Campaign contribution affidavit to accompany bids or proposals for Large State Contracts (having a total cost to the State of more than \$500,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250*

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

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

List information here

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public