State of Connecticut Department of Social Services

Community-based Regional Transportation System

Request for Applications

The State of Connecticut Department of Social Services (Department) is requesting applications from municipalities with populations of 25,000 or more or nonprofit organizations within such municipalities in the State of Connecticut to develop and implement a plan for a financially self-sustaining Community-based Regional Transportation System (CRTS) for the older adult. Successful applicants will be expected to work with the regional planning agency, of which the municipality or non-profit organization is a member, for one (1) year. This work will encompass development of the broad base community participation necessary to support a transportation model that will be a sustainable, dignified, consumer-oriented transportation system for older adults who have limited or stopped driving.
To the extent practicable, the CRTS shall replicate the Independent Transportation Network ® (ITN ®) model.

The resultant contract period is anticipated to begin on May 1, 2008 and end on April 30, 2009. The Department expects to award up to five (5) resultant contracts to successful applicants, up to $50,000 each, for the development and implementation of a CRTS. The resultant contractor must secure additional private funds in the amount of $25,000 through a combination of private donations and user fees.

The total available funding through this procurement shall not exceed $250,000.

Interested applicants must submit a mandatory Letter of Intent (LOI) to the Department no later than 3:00 p.m. local time on February 26, 2008. Applications must be received at the Department no later than 3:00 p.m. local time on April 02, 2008. Applications received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Those applications that are not evaluated shall be retained for thirty (30) days after the resultant contracts are executed, after which the applications will be destroyed.

All applications must be in sealed envelopes or sealed boxes clearly identified as

"Community-based Regional Transportation System RFA"

To download the Request for Applications (RFA), access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at www.das.state.ct.us/Purchase/Portal/Portal_home.asp or contact:

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

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

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Acronyms, Abbreviations, and Definitions

The following acronyms, abbreviations, and definitions apply to the procurement:

1. Collaboration - The act of working together, especially in a joint intellectual effort

2. Commissioner - The Commissioner of the State of Connecticut Department of Social Services, as defined in Connecticut General Statutes (CGS) §17b-3

3. CRTS - Community-based Regional Transportation System

4. Department - State of Connecticut Department of Social Services

5. Informational Forum - Knowledge derived from study, experience, or instruction discussed at a public meeting place

6. Infrastructure - An underlying base or supporting structure, the base facilities, equipment, services, and installations needed for the growth or functioning of an organization or program

7. ITN ® - Independent Transportation Network ®

8. LOI – Letter of Intent

9. Median Income - The median is the middle value when all are arranged from highest to lowest

10. OQA - Office of Quality Assurance

11. Related party - Person or organization related through marriage, ownership, family, ability to control, or business association

12. Related-party transaction - Transactions between the resultant contractor and a related party that can include, but are not limited to, real estate sales or leases, leasing for vehicles, office equipment, or household furnishings, mortgages, loans, or working capital loans, and contracts for management services, consultant services, professional services, e.g., attorneys and accountants, or for material, supplies, or other services purchased by the resultant contractor

13. Resources - A person, asset, material, or capital which can be used to accomplish a goal. Something that can be turned to for support or help

14. RFA - Request For Application

15. Subcontract - Any written agreement between the resultant contractor and another party to fulfill any contract requirements

SECTION I - Overview of the Department and Project

A. Overview of the Department of Social Services

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

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

The Department administers most of its programs at offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies. The Department has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone.
There are three entities attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

B. Overview of the Community-based Regional Transportation System

The CRTS is a financially self-sustained transportation system created to ensure that older adults can remain mobile in their community once they limit or stop driving.

Whether it is making a medical appointment, running errands, getting to work or gaining access to vital social services, reliable and dependable transportation is critical to helping community members remain healthy, productive individuals.

In rural regions, transportation is critical in helping many older adults make these crucial connections, but in many places, it is too often lacking or even nonexistent. Three out of five older adults live in rural and suburban areas that lack the density for traditional mass transit. Moving rates among people over 60 are the lowest of any age group and have been declining for the last thirty years. Most people will stay in their current homes as they age, and most will need access to a car. In these unserved and underserved communities, people with disabilities, older adults and other public transportation-dependent individuals suffer the most isolation.

Communities are often called on to provide alternative means of transportation for older adults who can no longer drive. Without acceptable alternatives, many older adults will continue to drive, even as their capacity to do so diminishes. Despite their efforts to self-regulate their driving (e.g. avoiding congested areas, avoiding night driving), safety remains at risk. Older adults who continue to drive suffer injuries that are more serious and face the highest fatal crash rate of any group.

C. Purpose of RFA

Through the Request for Application (RFA) The State of Connecticut Department of Social Services (Department) is requesting applications from municipalities with populations of 25,000 or more or nonprofit organizations within such municipalities in the State of Connecticut that would utilize one-time funding from the Department to help support the cost to develop and implement a plan for a financially self-sustaining Community-based Regional Transportation System (CRTS) for the older adult in their community.

The plan shall provide for a viable alternative transportation system for the older adult that, to the extent practicable, replicates the (ITN ®) transportation system for seniors that has been implemented in Portland, Maine. ITN ® is a nonprofit transportation service for older adults who need to limit or stop driving because of age-related change that compromise their safety, independence and mobility. Replication of the ITN ® model would result in an economically sustainable community-based transportation service for older adults. A transportation service, replicating the ITN ® model shall provide economically sustainable transportation to seniors that:

- is available 24/7,
- uses private automobiles,

- imposes no limitations on types of rides, and
- uses a combination of paid and volunteer drivers.

For additional information on the Independent Transportation Network ® view: www.itnamerica.org

Eligible Applicants are municipalities with populations of 25,000 or more or nonprofit organizations within such municipalities in the State of Connecticut.

Resultant Contracts Up to five (5) applicants will be selected to negotiate a contract with the Department. Resultant Contractors will receive one-time grant funding up to a maximum of $50,000 for one (1) year to develop the broad base community participation necessary to support a model that will be a sustainable, dignified, consumer-oriented transportation system for older adults who have limited or stopped driving. Resultant Contractors will work cooperatively with the regional planning agency of which the municipality or non-profit is a member.

Additional Funds Resultant Contractors must secure additional operating funds in the amount of $25,000, one half the amount of the grant funding, through a combination of contributions from individuals, community businesses and private foundations to help support the cost to plan and develop a regional transportation system that will provide transportation on behalf of older adults.

SECTION II - Overview of the Procurement Process

A. Issuing Office and Administration

The Department is issuing this RFA through its Contract Procurement Unit. The Contract Procurement Unit is the Issuing Office for this procurement and is the **only contact** in the State of Connecticut (State) for this competitive bidding process. The integrity of the procurement process is based, in part, on ensuring that all potential and intended applicants be afforded the same information and opportunities regarding the terms of the procurement. Therefore it is incumbent upon the Issuing Office to monitor, control and release information pertaining to this procurement. Potential and intended applicants are advised that they must refrain from contacting any other office within the State or any other state employee with questions or comments related this procurement. Potential and intended applicants who contact others within the State with questions or issues pertaining to this procurement may risk disqualification from consideration. Decisions regarding such disqualifications will be made by the Department's Contract Administrator,

within the Issuing Office, after consultation with the Office of the Commissioner. The contact information for the Issuing Office is:

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

All questions, comments, applications, and other communications with the Issuing Office regarding this RFA must be submitted in writing clearly identified as pertaining to the:

"Community Based Regional Transportation System RFA"

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

B. Procurement Schedule

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

Milestones	Expected End Date
RFA Posting/Release	February 11, 2008
Informational Forum with ITN*America*	February 19, 2008
Deadline for Mandatory LOI and Submission of written questions (no later than 3:00 p.m. Eastern Standard Time)	February 26, 2008
Department's Responses to Questions	March 04, 2008
Applications due (no later than 3:00 p.m. Eastern Standard Time)	April 02, 2008
Review of Submissions and recommendations made to Commissioners	TBD
Successful Applicants Announced	TBD
CRTS commences	**May 01, 2008**

The dates for review of submissions and recommendations to Commissioners, and the dates for the announcement of successful applicants will be determined. Dates will be posted in an Addendum to the RFA on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal/Portal_home.asp.

C. Mandatory Letter of Intent (LOI)

Interested **APPLICANTS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of the intention to submit an application in response to the RFA. The LOI must be received by the Issuing Office no later than 3:00 p.m. local time on February 26, 2008.

Please choose one (1) way to submit the LOI to the Issuing Office, via e-mail, fax, or postal mail. Do not submit duplicate copies. The LOI must clearly identify the applicant's contact person including name, telephone number, fax number, and e-mail address. It is the applicant's responsibility to confirm the Issuing Office's receipt of an LOI.

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

D. Applicant's Questions and Informational Forum

Interested applicants may submit questions regarding the RFA by fax **or** e-mail directed to the Issuing Office. To be considered, the Issuing Office must receive questions regarding the RFA no later than 3:00 p.m. local time on February 26, 2008.The early submission of questions is encouraged. It is solely the applicant's responsibility to ensure and verify the Department's receipt of questions.

The Issuing Office will respond only to those questions that meet the stated due date and time and criteria listed above. Official responses to all questions will be in a Questions/Answers Addendum to the RFA posted on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal/Portal_home.asp.

The Department anticipates posting responses to questions through an Addendum on or near March 04, 2008. **It is solely the applicant's responsibility to access the State Procurement/Contracting Portal to receive the posted responses.** Any time before the application submission date the Issuing Office may amend the provisions of this RFA through the posting of a subsequent addendum to this RFA on the State Procurement /Contracting Portal. Each posted addendum will include an acknowledgment form to document the applicant's receipt of the addendum. To submit a responsive application, **THE APPLICANT SHALL** include a signed acknowledgment form of the receipt of each Addendum posted to the State Procurement/Contracting Portal.

The questions and answers Addendum will specify dates in the Application Schedule currently identified as To Be Determined.

The Department will hold an informational forum in partnership with ITN*America*, developers and owner of the Independent Transportation Network ® on February 19, 2008. Interested applicants are encouraged to attend the forum to learn more about the Independent Transportation Network ® and the expectations of a successful applicant.

E. Evaluation and Selection

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

F. Contract Execution

The resultant contract is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that resultant contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the resultant contracts have been approved by the Attorney General. The Attorney General reviews the resultant contract only after the parties have agreed to the provisions.

G. Applicant Debriefing

The State will notify all applicants of any award issued as a result of the RFA. Unsuccessful applicants may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of their application by contacting the Issuing Office in writing at the address previously provided. Debriefing will not include any comparisons of other applications.

H. Rights Reserved

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

1. Cancellation - Cancel the procurement at any time prior to the contract award

2. Amendment of procurement - Amend the procurement at any time prior to contract award

3. Refusal to accept - Refuse to accept or return accepted applications that do not comply with procurement requirements

4. Rejection of incomplete application - Reject any application in which any part of the application is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all applications)

5. Prior contract default - Reject the application of any applicant in default of any prior contract or for the misrepresentation of material presented

6. Receipt of applications after stated due date and time - Reject or refuse to evaluate any application that is received after the stated due date and time

7. Written clarification - Require applicants, at their own expense, to submit written clarification of applications in a manner or format that the Department may require

8. Oral clarification - Require applicants, at their own expense, to make oral presentations at a time selected and in a place provided by the Department
   The Department may invite applicants, but not necessarily all, to make an oral presentation to assist the Department in its determination of award. The Department further reserves the right to limit the number of applicants invited to make such a presentation and the number of attendees per applicant.

9. Onsite visits - Make onsite visits to the operational facilities of applicants to further evaluate the applicant's ability to perform the duties required in the RFA

10. Allowance of application changes - Except as may be authorized by the Department, allow no additions or changes to the original application after the stated due date and time

11. Property of the State - Own all applications submitted in response to the procurement upon receipt by the Department

12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State

13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in the RFA

14. One or more applicants - Contract with one or more applicants

15. Application most advantageous - Consider cost and all factors in determining the most advantageous application for the Department when awarding an applicant the right to negotiate a contract with the Department (while cost is a factor in determining the applicant to be awarded the right to negotiate a contract with the Department, price alone shall not determine the successful applicants)

16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department will be served

17. Privileged and confidential information - Share the contents of any application with any of its designees for purpose of evaluating applications to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract terms shall be privileged and confidential)

18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from applicants upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives)

19. Unacceptable applications - Reopen the bidding process if advantageous to the Department

I. Application Presentation Expenses

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

J. Application Due Date and Time

The Issuing Office must receive applications no later than 3:00 p.m. local time on April 02, 2008. The Department will not consider a postmark date as the basis for meeting the submission due date and time. Applicants shall not interpret or otherwise construe receipt of an application after the stated due date and time as acceptance of the application, since the actual receipt of the document is a clerical function. The Department suggests the applicant use certified or registered mail to deliver the application when the applicant is not able to deliver the application by courier or in person. Applicants that are hand-delivering applications will not be granted access to the building without photo identification and shall allow extra time for security procedures. Applicants must address all RFA communications to the Issuing Office.

K. Acceptance of Application Contents

If acquisition action ensues, the contents of the RFA and the applications of the successful applicants will form the basis of contractual obligations in the final contract. The resultant contract will be a Purchase of Service (POS) contract (Appendix I) between the successful applicants and the Department. The application must include a Signatory Acceptance (Appendix II), without qualification, of all terms and conditions as stated in the RFA and Part II of the Department's POS contract. Successful applicants may suggest alternate language after having accepted without qualification the Mandatory Terms and Conditions as specified in the POS contract. The Department may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department's decision is final. Any application that fails to comply in any way with the requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

L. Applicant Assurances

1. Independent price determination - By submission of an application and through assurances given in its Transmittal Letter, the applicant certifies that in connection with the procurement the following requirements have been met:

   a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.

   b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the applicant on a prior basis directly or indirectly to any other organization or to any competitor.

   c) Competition - No attempt has been made or will be made by the applicant to induce any person or firm to submit or not submit an application for restricting competition.

   d) Prior knowledge - The applicant has no prior knowledge of RFA contents prior to actual receipt of the RFA and had no part in RFA development.

   e) Offer of gratuities - The applicant certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from the procurement. Any

resultant contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the resultant contractor, the resultant contractor's agent, or the resultant contractor's employees.

f) Campaign contribution restrictions - The applicant certifies receipt of SEEC Form 11 (Appendix VIII).

2. Valid and binding offer - The application represents a valid and binding offer to provide services in accordance with the terms and provisions described in the RFA and any amendments or attachments hereto.

3. Press releases - The applicant agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to the RFA or any resultant contract.

4. Restrictions on communications with Department staff - The applicant agrees that from the date of release of the RFA until the Department makes an award that it shall not communicate with the Department's staff on matters relating to the RFA except as provided herein through the Issuing Office. Any other communication concerning the RFA with any of the Department's staff may, at the decision of the Department, result in disqualification of that applicant's application.

M. Freedom of Information

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

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

In any case, the narrative portion of the application may not be exempt from release. Between the applicant and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

N. Affirmative Action

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

1. The applicant's success in implementing an affirmative action plan

2. The applicant's success in developing an apprenticeship project complying with CGS §46a-68-1 to 46a-68-17, inclusive

3. The applicant's promise to develop and implement a successful affirmative action plan

4. The applicant's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area

5. The applicant's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See CGS 4a-60)

O. Resultant Contract Period

The Department anticipates awarding up to five (5) resultant contracts to successful applicants, up to $50,000 each, for the development and implementation of a plan for a CRTS. The total funding available through the procurement shall not exceed $250,000.

The resultant contract period is expected to begin on **May 1, 2008** and end on **April 30, 2009**.

SECTION III - General Application Requirements and Structure

A. General Application Requirements

Applicants must adhere to the Department's rules as established in the RFA for application consideration, format, and content. The Department requires each applicant, at a minimum, to clearly describe how the specifications in the RFA will be met. Applications must provide evidence of successful experience

or competence. The application structure requirements and the application content requirements are listed below. Applicants must respond to each content requirement that begins with **THE APPLICANT SHALL**.

B. Instructions for Application Structure

1. Delivery Condition - An original (clearly marked) and six (6) exact, legible copies of the application must be submitted in clearly identified "**Community-based-Regional Transportation System RFA**" sealed envelopes or sealed boxes by the stated due date and time. In addition, one (1) exact electronic copy of the entire application in a non-PDF format must be submitted with the original. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy.

2. Application Structure - The Department has structured the submission requirements into four (4) distinct parts:

   a) Transmittal Communication, Forms, and Acceptances

   b) Organizational Capacity and Structure

   c) Scope of Services

   d) Business Cost Section

3. Application Construction -

   a) Binding of Applications - **THE APPLICANT SHALL** submit an application in a format that will allow updated pages to be easily incorporated into the original application. An original (clearly marked) and six (6) exact, legible copies of the application must be submitted in loose leaf or spiral-bound notebooks with the official name of the applicant appearing on the outside front cover of each binder and on each page of the application (location is at the applicant's discretion).

   b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the application. The title of each part must appear on the tab sheet.

   c) Table of Contents (TOC) - Each application must incorporate a TOC. It is through the Table of Contents that the Department will evaluate conformance to uniform application content and format.

d) Cross-referencing RFA and Application - Each section of the application must cross-reference the appropriate section of the RFA that is being addressed. This will allow the Department to determine uniform compliance with specific RFA requirements.

e) Page Numbers - Each page of each part of the application must be numbered consecutively in Arabic numerals from the beginning of the application through all appended materials.

f) Page Format - The standard format to be used throughout the application is:

(1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced

(2) Pitch shall be a maximum of ten characters per inch

(3) Font shall be either Arial or Times New Roman and a minimum of twelve point

(4) The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch

(5) Graphics may have a landscape orientation, bound along the top (11") side (if oversized, graphics may have a maximum of one fold)

(6) Graphics may have a smaller text spacing, pitch, and font size

SECTION IV - Application Contents

A. Transmittal Communication, Forms, and Acceptances

The required application as described in Section III B. 1 must include the following:

1. Transmittal Letter - To submit a responsive application, **THE APPLICANT SHALL** submit the original application (clearly marked) and all copies with a Transmittal Letter limited to two (2) pages, which addresses each of the applicant assurances in Section II.L.1.a)-f), 2, 3, and 4 of the RFA. The Transmittal Letter must include the applicant's Federal Employer Identification Number, if the applicant is an organization or the applicant's Social Security Number, if the applicant is an individual.

2. Evidence of Qualified Entity - To submit a responsive application, **THE APPLICANT SHALL** provide written assurance to the Department from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract;

3. Table of Contents (TOC) - To submit a responsive application, **THE APPLICANT SHALL** include a TOC for the entire application beginning with the Executive Summary including all appendices;

4. Executive Summary - To submit a responsive application, **THE APPLICANT SHALL** include an Executive Summary, limited to two (2) pages in length that :

   a) Identifies and explains any existing transportation system and how that system fails to meet the needs of the older adult;

   b) Clearly and concisely sets forth the organization's goals and objectives for participating in the RFA process, the amount of funds being requested up to a maximum of $50,000, a summary of the proposed use of funds and how the proposed use of funds will result in the development of a plan for a financially self-sustaining CRTS;

   c) Clearly states that if awarded the one-time funding, the applicant organization would be able to continue to support any recurring expenses that may result from the one-time expenditure; and

   d) States, *if applicable*, that the applicant municipality or organization is partnering or collaborating with another municipality or nonprofit organization.

5. Addendum Acknowledgements - To submit a responsive application, **THE APPLICANT SHALL** include the signed acknowledgement of its receipt of any and all Addendums issued for the RFA;

6. Procurement and Contractual Agreements Signatory Acceptance (Appendix II) - To submit a responsive application, **THE APPLICANT SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix I);

7. Workforce Analysis Form (Appendix III) - To submit a responsive application, **THE APPLICANT SHALL** complete the Workforce

Analysis Form. The form shall be completed by applicants with Connecticut worksites;

8. Notification to Applicants Form (Appendix IV) - To submit a responsive application, **THE APPLICANT SHALL** summarize the applicant's affirmative action plan and the applicant's affirmative action policy statement. Additionally, to submit a responsive application, **THE APPLICANT SHALL** address in writing the following five (5) factors, as appropriate, to the applicant's particular situation. These factors are:

   a) Affirmative Action Plan - The applicant's success in implementing an Affirmative Action Plan

   b) Development of Affirmative Action Plan - The applicant promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place

   c) Apprenticeship Project - The applicant's success in developing an apprenticeship project complying with CGS §§46a-68-1 to 46a-68-17, inclusive

   d) EEO-1 Data - The applicant's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area

   e) Set-aside for Minority Businesses - The applicant's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises, and to provide the Department Set-aside Reports in a format required by the Department

9. Smoking Policy (Appendix V - signed Statement, if applicable) - If the applicant is an employer subject to the provisions of CGS §31-40q, to submit a responsive application, **THE APPLICANT SHALL** agree to provide the Department/DSS with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the applicant is not subject to the provisions of CGS §31-40q prior to contract approval;

10. Certification Regarding Lobbying (Appendix VI) - To submit a responsive application, **THE APPLICANT SHALL** include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation,

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

11. Affirmation of Receipt of State Ethics Laws Summary (Appendix VII) - Pursuant to CGS §§1-101mm and 1-101qq, persons, resultant contractors, subcontractors, consultants, or the duly-authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to CGS §1-81b and that key employees of such person, resultant contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. To submit a responsive application, **THE APPLICANT SHALL** include a completed and signed Affirmation of Receipt of State Ethics Laws Summary;

12. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix VIII) - With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to the submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. To submit a responsive application, **THE APPLICANT SHALL** include a copy with signature acknowledging receipt and understanding.

13. Contract Affidavits/Certifications - CGS §§4-250 through 4-252 require that State contracts with a value of $50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive proposal, **THE APPLICANT SHALL** include a completed Gift and Campaign Contribution Certification (Appendix IX) and a Consulting Agreement Affidavit (Appendix X).

    If a bidder is exempt from the Contract Affidavit/Certification Requirements, the bidder must indicate this fact on the appendices and return the forms with the proposal.

B. Organizational Capacity and Structure **(MAXIMUM TEN PAGES)**

General - The submission must clearly describe the applicant's experience and ability through knowledge of the applicant organization and the organization's workforce. Detailed specifications of the positions that are critical to the success of the RFA will ensure the organizational capacity and readiness to develop and implement plans for a self-sustaining CRTS.

Through the required applicant's references the applicant organization will also make certain their ability, strength and commitment to satisfy the RFA requirements.

1. The Organization - To submit a responsive application, **THE APPLICANT SHALL** include the following information:

   a) A statement that the applicant is a municipality, or a group of municipalities, one of which has a population of 25,000 or more, or

   b) A statement that the applicant is a nonprofit organization located within a municipality which has a population of 25,000 or more, and

   c) *If applicable*, the identification and location of any collaborating or partnering organization (name, address, FEIN number, contact person, and contact information including phone, fax, and e-mail address).

2. Project Management - To submit a responsive application, **THE APPLICANT SHALL** include the following information:

   a) A clear description of the roles and responsibilities of the staff of the applicant organization, including any proposed collaborating or partner agencies that will implement the project if the funds are awarded,

   b) A designation of the applicant's staff identified in 2a above that is considered by the applicant to be "key personnel". For purposes of the RFA "key personnel" are those of the applicant's staff that the applicant considers necessary in order to achieve the project's objectives,

   c) A resume, curriculum vitae or biography for each of the designated key personnel,

   d) The identification of the position(s) within the applicant's organization that would have day-to-day responsibility for the project leadership and the key tasks associated with implementation of the project's activities,

   e) If the positions identified in 2d above are already filled, a resume, curriculum vitae or biography of the staff person in the position. If the position is vacant, a description of the job

responsibilities and the plan to recruit and hire for the position, and

f) A detailed description of the approach that will be used to track progress on the project's tasks and objectives.

3. Applicant References - To submit a responsive application, **THE APPLICANT SHALL** include three (3) specific project references for the applicant. References must be individuals able to comment on the applicant's ability to perform the services specified in the RFA. The contact person must be an individual familiar with the applicant organization and its day-to-day performance. If the applicant has been a State contractor within the last five (5) years, the applicant must include a State of Connecticut reference. Applicants are strongly encouraged to contact their references to ensure the accuracy of their contact information and their willingness and ability to be a reference. References must include the organization's name, address, current telephone number, and name of a specific contact person. The Department expects to use these references in its evaluation process.

4. Small, Minority, or Women's Business Enterprise - Section 32-9e of the Connecticut General Statutes (CGS) sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside project. Pursuant to that statute, 25 percent of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Department requires that the resultant contractor make a good-faith effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective applicants may obtain a list of firms certified to participate in the Set-Aside project by contacting the State of Connecticut Department of Administrative Services at the DAS Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. During the evaluation process, special consideration will be given to those applicants who document their use of a certified small, minority or woman owned business and/or demonstrate the applicant's commitment to, whenever possible, use a certified small, minority or women owned business. To submit a responsive application, **THE APPLICANT SHALL:**

a) Describe its effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor.

C. Scope of Services **(MAXIMUM TEN PAGES)**

General - The purpose of the RFA is to plan the development of a viable alternative transportation system for the older adult that, to the extent practicable, replicates the Independent Transportation Network ® (ITN ®) project from Portland, Maine, as described in Section 1.C.

1. Project Plan - The resultant contractor shall be required to implement a project that follows, to the extent practicable, the identified ITN ® model. To submit a responsive application, **THE APPLICANT SHALL:**

   a) Describe a supportive transportation service that supplements both existing public and private transportation,

   b) Describe a support system for caregivers, adult children and families of older adult drivers who must transition to the passenger seat,

   c) Detail an outreach action plan to initiate discussion within the community that addresses future individual mobility needs when driving is no longer an option,

   d) Create a plan for on-going diversified financial support from businesses, corporations, community foundations, and a combination of private donations and user fees, and

   e) Detail a plan to provide the key functions of the ITN ® model as listed:

      - is available 24/7, including night, weekends and holidays,
      - uses private automobiles,
      - imposes no limitations on types of rides, and
      - uses a combination of paid and volunteer drivers.

2. Connecticut Service Operation Location - To submit a responsive application, **THE APPLICANT SHALL:**

   a) Identify an office and operation center (including Call Center) in Connecticut for the specific resultant tasks that are defined in the RFA.

3. Work Plan - The applicant must provide a detailed work plan that describes project activities, how they will be conducted and a timeline for completion. The applicant must estimate the number of clients who would benefit if the Department awarded the applicant organization with the funds requested in the application. Partnerships with other municipalities and nonprofit organizations are encouraged.

a) Background and Need

To provide a responsive submission, **THE APPLICANT SHALL:**

1) Document the need for a CRTS. Include total population, number of people ages 60 - 74, number of people age 75+, median income and land area served, and

2) Describe the challenges and opportunities for planning a CRTS, including those related to infrastructure, collaboration, and resources.

b) Partnerships and Proven Capacity

To provide a responsive submission, **THE APPLICANT SHALL:**

1) Describe briefly the history of collaboration between the municipality, surrounding municipalities, regional planning agencies and aging services networks,

2) Describe the history of partnerships with other agencies that provide transportation in the municipality,

3) Describe any existing public/private partnerships that have been successful in the community, and

c) Sustainability

To provide a responsive submission, **THE APPLICANT SHALL:**

1) To be a financially self-sustaining CRTS, financial support is necessary for its' existence. The applicant is required to create a plan (C.1.d) for on going diversified financial support from businesses, corporations, community foundations, a combination of private donations, and user fees. Upon execution of the plan, describe how the

project will be self-sustaining going forward and demonstrate to the satisfaction of the Department that the applicant has secured or will secure the on-going diversified financial support.

2) Include any potential obstacles that, should they occur, disrupt the plan.

d) Monitoring and Evaluation

To provide a responsive submission, **THE APPLICANT SHALL:**

1) Describe how progress and achievements of objectives will be monitored and assessed during the planning period, and who will monitor progress,

2) Describe how information will be collected, analyzed, reported/disseminated, and used,

3) Develop a clear description of the approach and method (s) that the applicant municipality or organization will utilize to evaluate the applicant's progress towards achieving the goals and objectives of the project,

4) Identify the data that the applicant organization will collect to conduct the evaluation, and

5) Include the timeline (s) for implementation of the evaluation process.

e) Reporting Requirements - Resultant contractors shall be expected to report monthly in a format to be approved by the Department. These reports may include, but not be limited to, qualitative and quantitative measures, narrative reporting of highlights and accomplishments, documentation of any project challenges and corrective action plans, and results of client satisfaction surveys. The resultant contractor shall be expected to fully cooperate with the data collection and reporting requirements established by the Department and with any Department staff performing contract-monitoring functions.

To submit a responsive application, **THE APPLICANT SHALL:**

1) Describe the applicant's ability to comply with the above-stated requirements.

f) Technical Assistance -

To provide a responsive submission, **THE APPLICANT SHALL:**

1) Describe in detail any technical assistance the resultant contractor may require from the Department to implement the Project.

D. BUSINESS COST SECTION **(MAXIMUM TEN PAGES)** - The applicant is required to propose a plan that demonstrates how the one-time funding would be used by the applicant organization to develop and eventually implement a plan for a financially self-sustaining CRTS for the older adult in a community with a population of 25,000 or more.

1. Funds available under the RFA may be used for costs associated with planning the Project. Funds may not be used to supplant funds for existing projects, purchase equipment, subsidize renovations or conduct lobbying activities.

To submit a responsive application, **THE APPLICANT SHALL:**

a) Identify the amount of funds the applicant is applying for,

b) Include a proposed line-item budget for the utilization of the requested funds,

2. Business Cost Narrative - To submit a responsive proposal, **THE APPLICANT SHALL:**

a) Explain in writing the expected resultant contract costs including a rationale for each line item included in the budget.

b) In addition to the funds requested to plan and develop a financially self-sustaining CRTS, the applicant is required to obtain additional funds equal to one-half the amount of the grant funds requested. To submit a responsive application, **THE APPLICANT SHALL** demonstrate to the satisfaction of the Department that the applicant has secured or will secure additional funds in an amount not less than one-half the amount of the grant funding provided by the Department before implementation of services.

3. Audited Financial Statements - To submit a responsive application, **THE APPLICANT SHALL:**

a) Provide audited financial statements for each of the last two (2) fiscal years. If audited financial statements for each of the last two (2) fiscal years are not available, the applicant shall provide comparable statements that will document the financial stability of the applicant and include an explanation of the submission of documents other than audited financial statements.
Audited Financial Statements do not count toward the total page limit of the application.

4. Cost Standards - Budgetary information included in the bidder's response to this RFQ must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. The cost standards are available online at http://opm.state.ct.us/finance/pos_standards/coststandards.htm.

SECTION V - Application Evaluation

A. Overview of the Evaluation of Applications

The Department will conduct a comprehensive, fair, and impartial evaluation of applications received in response to the RFA. An Evaluation Team has been established to assist the Department in selection of resultant applicants. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting recommendations to the Commissioners. The Commissioner of Social Services will notify the selected applicants that the organization has been awarded the right to negotiate a contract with the Department for the CRTS. The evaluation will be conducted in five (5) phases:

- Phase One - Evaluation of General Application Requirements and Structure
- Phase Two - Evaluation of the Organizational Capacity and Structure
- Phase Three - Evaluation of the Scope of Services
- Phase Four. - Evaluation of the Business Cost Section
- Phase Five - Ranking of the Applications

B. Phase One - Evaluation of General Application Requirements and Structure

The purpose of the phase is to determine whether each application is sufficiently responsive to the General Application Requirements to permit a

complete evaluation of the application. Applications must comply with the instructions to applicants contained throughout. Failure to comply with the instructions may deem the application non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities.

C. Phase Two - Evaluation of The Organizational Capacity and Structure

Only those applications passing the General Application Requirements review will be considered in Phase Two. The Department reserves the right to reject any and all applications.
The quality of the work plan and the project management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the applicant is in responding to the functional and technical requirements outlined in the RFA.

The Department will evaluate the experience of proposed key personnel, agency and individual resources, and qualifications and affirmative action achievement (as demonstrated on the Workforce Analysis Form) of the applicant and any subcontractors. The Department will determine to what extent the organization and its key personnel have the ability to work effectively with the Department to successfully develop and implement a CRTS. The Department will also assess the ability of the applicant to take on the additional workload that would be generated by the resultant contract and the applicant's financial ability to undertake the resultant contract. References will be checked. The Organizational Capacity and Structure section of the application will be worth **25 percent** of the available points for the entire application.

D. Phase Three - Evaluation of the Scope of Services

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of the RFA including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the applicant is in responding to the functional and technical requirements outlined in the RFA. The Scope of Services section of the application will be worth **50 percent** of the available points for the entire application.

E. Phase Four - Evaluation of the Business Cost Section

The Business Cost Section will be evaluated only for applicants who achieve a minimum of **75 percent** of the total available points in Phase Two and Phase Three. The Business Cost Section will be worth **25 percent** of the available points for the entire application. It will be scored for:

1. Submission of the required financial statements.

2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the work plan outlined in the application)

F. Phase Five - Ranking of the Applications

Upon completion of Phase One and Phase Two, it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the applications, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner of Social Services, at his discretion, reserves the right to approve or reject the Evaluation Team's recommendations.

SECTION VI - APPENDICES

APPENDIX I - MANDATORY TERMS AND CONDITIONS

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

A. Client-Related Safeguards

1. Inspection of Work Performed - The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor, or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by Federal or state law. Written evaluations pursuant to the section shall be made available to the Contractor.

2. Safeguarding Client Information - The Department and the Contractor agree to safeguard the use, publication, and disclosure of information on all applicants for and all clients who receive service under the contract with all applicable Federal and state law concerning confidentiality.

3. Reporting of Client Abuse or Neglect - The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in Connecticut General Statutes (CGS) §§17a-101 through 103, 19a-216, 46b-120 (related to children), CGS §46a-11b (relative to persons with mental retardation), and CGS §17b-407 (relative to older adult persons).

B. Contractor Obligations

1. Cost Standards - Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm. Such Cost Standards shall apply to:

   (a) All new Contracts effective on or after January 1, 2007

   (b) All Contract amendments modifying funding, effective on or after January 1, 2007

(c) All Contracts in effect on or after July 1, 2007

2. Credits and Rights in Data -

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

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

3. Organizational Information, Conflict of Interest, IRS Form 990 - Annually during the term of the contract, the Contractor shall submit to the Department the following:

   (a) A copy of its most recent IRS Form 990 submitted to the Federal Internal Revenue Service, and

   (b) Its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities

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

5. Audit Requirements - The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with Federal and state single audit standards as applicable.

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

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

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

   (a) Real estate sales or leases

   (b) Leases for equipment, vehicles or household furnishings

   (c) Mortgages, loans and working capital loans

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

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

10. Suspension or Debarment -

   (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local)

      (2) Within a three-year period preceding the Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction,

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses

(4) Has not within a three-year period preceding the agreement had one or more public transactions terminated for cause or fault

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

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

12. Subcontracts - For purposes of the clause, subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational project. The subcontractor's identity, services to be rendered, and costs shall be detailed in Part I of the contract. Notwithstanding the execution of the contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under the contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of the contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of the clause or any other clause of the contract. The use of subcontractors, as defined in the clause, shall not relieve the Contractor of any responsibility or liability under the contract. The Contractor shall make available copies of all subcontracts to the Department upon request.

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

14. Indemnification -

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

(1) Claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties

(2) Liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under the contract. The contractor's obligations under the section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

(c) The Contractor's duties under the section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability

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

(e) The rights provided in the section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) The section shall survive the termination, cancellation, or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission -

(a) The Contractor agrees to be bound by the laws of the State of Connecticut and the Federal government where applicable, and agrees that the contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.

(b) Any dispute concerning the interpretation or application of the contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to the provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from the Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

16. Compliance with Law and Policy - Contractor shall comply with all pertinent provisions of local, state, and Federal laws and regulations as well as Departmental policies and procedures applicable to

Contractor's projects as specified in the contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies, or procedures, which the Department has responsibility to promulgate or enforce.

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

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

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

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

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

22. Litigation -

(a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under the contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of the contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

(b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or Federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of Federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation, and Termination

1. Contract Revisions and Amendments -

(a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.

(b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.

(c) No amendments may be made to a lapsed contract.

2. Contract Reduction -

(a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:

(1) The Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld or

(2) Federal funding reductions result in reallocation of funds within the Department

(b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor -

(a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of the contract the Department may:

(1) Withhold payments until the default is resolved to the satisfaction of the Department

(2) Temporarily or permanently discontinue services under the contract

(3) Require that unexpended funds be returned to the Department

(4) Assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department

(5) Require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the project into contractual compliance

(6) Terminate the contract

(7) Take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the project(s) provided under the contract or both

(8) Any combination of the above actions

(b) In addition to the rights and remedies granted to the Department by the contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of the contract.

(c) Prior to invoking any of the remedies for default specified in the paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of the contract or has not met requirements as specified in the contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of the contract and proposed remedies. Within five business days of receipt of the notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. The action of the Commissioner shall be considered final.

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

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

5. Cancellation and Recoupment -

(a) The agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

(b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five business days of cancellation. Within five business days of receipt of the notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Department. The action of the Commissioner shall be considered final.

(c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(d) The Department reserves the right to recoup any deposits, prior payment, advance payment, or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of project(s) under the contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under the contract or any other contract between the State and the Contractor.

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

7. Transition after Termination or Expiration of Contract - In the event that the contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under the contract as required by the Department and will assist in the orderly cessation of operations under the contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current project components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current project to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of the contract. If the transition cannot be concluded during the term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

8. Project Cancellation - Where applicable, the cancellation or termination of any individual project or services under the Contract will not, in and of itself, in any way affect the status of any other project or service in effect under the Contract.

9. Mergers and Acquisitions -

   (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.

   (b) At least ninety days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary

responsibility, the Contractor shall provide the Department with written notice of such changes.

(c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

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

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

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable Federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E *and*

(c) The State of Connecticut Department named on page 1 of the Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 CFR §160.103 *and*

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 CFR §160.103 *and*

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 CFR §160.103 *and*

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E

(g) Definitions

(1) “Business Associate” shall mean the Contractor.

(2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of the Contract.

(3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

(4) “Individual” shall have the same meaning as the term “individual”’ in 45 CFR §160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR §164.502(g).

(5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and parts 164, subparts A and E.

(6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) “Required by Law”’ shall have the same meaning as the term “required by law” in 45 CFR §164.103.

(8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) “More stringent” shall have the same meaning as the term “more stringent” in 45 CFR §160.202.

(10) “The Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

(11) “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.

(12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and parts 164, subpart A and C.

(h) Obligations and Activities of Business Associates -

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by the Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in the Section of the Contract.

(3) Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of the Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through the Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity

directs or agrees to make PHI available for amendment pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of the Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

(i) Permitted Uses and Disclosure by Business Associate -

(1) General Use and Disclosure Provisions - Except as otherwise limited in the Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in the Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in the Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

(j) Obligations of Covered Entity -

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR

§164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination -

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

(2) Termination for Cause upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity or

(B) Immediately terminate the Contract if Business Associate has breached a material term of the Section of the Contract and cure is not possible or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary

(3) Effect of Termination

(A) Except as provided in (l)(2) above, upon termination of the Contract, for any reason, Business Associate shall return or destroy all PHI

received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. The provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend the protections of the Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions -

(1) Regulatory References - A reference in the Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment - The Parties agree to take such action as in necessary to amend the Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival - The respective rights and obligations of Business Associate shall survive the termination of the Contract.

(4) Effect on Contract - Except as specifically required to implement the purposes of the Section of the Contract, all

other terms of the Contract shall remain in force and effect.

(5) Construction - The Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in the Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer - Covered Entity makes no warranty or representation that compliance with the Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.

(7) Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under the Section of the Contract.

2. Americans with Disabilities Act of 1990. The clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC §§12101-12189 and §§12201-12213) (Supp. 1993), 47 USCS §§225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of the Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability, which may be imposed upon the state

as a result of any failure of the Contractor to be in compliance with the Act. As applicable, the Contractor agrees to abide by provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC §794 (Supp. 1993), regarding access to projects and facilities by people with disabilities.

3. Utilization of Minority Business Enterprises - It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 CFR §§74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of projects or activities using HHS funds, and §§13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out the policy in the award of any subcontracts.

4. Priority Hiring - Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which the paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare project. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.

5. Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by CGS §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the Connecticut General Statutes:

(a)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation

(2) The Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under the section, and to post copies of the notice in conspicuous places available to employees and applicants for employment

(3) The Contractor agrees to comply with each provision of the section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the Connecticut General Statutes

(4) The Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of the section and §46a-56 of the Connecticut General Statutes

(b) The Contractor shall include the provisions of subsection (a) of the section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities - The

Contractor agrees to comply with provisions of §4a-60 of the Connecticut General Statutes:

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

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

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the Contractor’s commitments under the section, and to post copies of the notice in conspicuous places available to employees and applicants for employment

(4) The Contractor agrees to comply with each provision of the section and CGS §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to CGS §§46a-56, 46a-68e and 46a-68f

(5) The Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of the section and CGS §46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of the section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise

(2) Who have the power to direct the management and policies of the enterprise and

(3) Who are members of a minority, as such term is defined in subsection (a) of CGS §49-60g

(c) For the purposes of the section, “good faith” means that degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices, affirmative action advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the

participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) Contractor shall include the provisions of subsection (a) of the section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS §46a-56, provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. Government Function, Freedom of Information - If the amount of the Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in CGS §1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

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

distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place that is readily available for viewing by the employees of the Contractor.

9. Campaign Contribution Restrictions - On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

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

10. Non-smoking - If the Contractor is an employer subject to the provisions of §31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

11. Executive Orders -

    (a) Executive Order No. 3: Nondiscrimination - The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, the Contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the Contract. The parties to the Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the

Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that the Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy - The Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, the Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to the Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow

(2) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings - The Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, the Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to the Contract. The parties to the Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board - The Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to the Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review the Contract and recommend to the state Contracting agency termination of the Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen days after the Board finalizes its recommendation. For the purposes of the Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or §4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of the Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or Federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments, and tax credit projects. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the CGS and Section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of §4-252 of the CGS and Section 8 of Executive Order Number 1. For purposes of the section, the term “certification” shall include the campaign contribution and annual gift affidavits required by Section 8 of Executive Order Number 1.

(e) Executive Order No. 14: Procurement of cleaning products and services - The Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to the Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

APPENDIX II - PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

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

Acceptance Statement

On behalf of _____ I, _____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Community-based Regional Transportation System Request for Applications.

Signature

_____ _____

Title Date

APPENDIX III - WORKFORCE ANALYSIS FORM

Contractor Name: _____ Total number of CT employees: _____
Address:_____ Full-time_____ Part-time _____

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

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

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
   Yes _____ No _____ Date of Implementation _____
   If the answer is No, explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
   Yes _____ No _____ Not Applicable _____
   Explanation:

2. Have you successfully developed an apprenticeship project complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
   Yes _____ No _____ Not Applicable _____
   Explanation:

3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
   Yes _____ No _____ Not Applicable _____
   Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
   Yes _____ No _____ Not Applicable _____
   Explanation:

_____ _____

Contractor's Authorized Signature Date [WFA 5/93]

APPENDIX IV - NOTIFICATION TO APPLICANTS FORM

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

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

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

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

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

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

_____ _____
Signature Date

On Behalf of: _____

_____
Organization Name

_____
Address

APPENDIX V - SMOKING POLICY

Connecticut General Statutes

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

a) As used in the section:

i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.

ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.

iii. "Employee" means any person engaged in service to an employer in the business of his employer.

iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in the section may be construed to prohibit an employer form designating an entire business facility as a nonsmoking area.

c) The State Labor Commissioner may exempt any employer from the provisions of the section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of the section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

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

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (5), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):
Cited. 224C. 666, 674.

APPENDIX VI - CERTIFICATION REGARDING LOBBYING

Contractor:_____

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

1. No Federally-appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of the certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

_____	_____
Signature	Typed Name and Title
_____	_____
Firm/Organization	Date

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

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

SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations, may also be subject to civil penalties of $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties

Any knowing and willful violation of the prohibition is a Class D felony, which may

subject the violator to imprisonment of not more than five years, or $5,000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

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

APPENDIX IX - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

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

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

_____ _____

Printed Contractor Name **Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _____, 200__.

_____

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ _____

Awarding State Agency Planning Start Date

_____

Contract Number or Description

021108_CRTS_RFA
Release Date: February 11, 2008

APPENDIX X - CONSULTING AGREEMENT AFFIDAVIT

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

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

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

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

_____ _____ _____
Printed Name of Bidder or Vendor **Signature of Chief Official or Individual** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

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

_____
Commissioner of the Superior Court or Notary Public

021108_CRTS_RFA
Release Date: February 11, 2008