State of Connecticut Department of Social Services

Style Guide Consultant Services

for

Forms, Notices and Letters

REQUEST FOR PROPOSALS

The Department of Social Services (Department/DSS) is requesting proposals from individuals and/or organizations that have demonstrated experience in developing style guides, utilized to guide the development of forms, notices, and letters used in the administration of publicly funded programs and directed to consumers with limited reading and English speaking abilities.

The resultant contract term is expected to be no more than one (1) year with an anticipated start date of March 1, 2011.

Sealed responses must be received no later than 3:00 PM Local Time, February 3, 2011. Any responses received after that date and time might be accepted by DSS as a clerical function, but will not be evaluated. Those submissions that are not evaluated shall be retained for thirty (30) days after the resultant contract is executed, after which time the responses will be destroyed. For further information and updates, contact:

Marcia McDonough
Contract Administration
Department of Social Services
25 Sigourney Street
Hartford, Connecticut 06106
(860) 424-5214 phone, (860) 424-5800 fax
E-mail: marcia.mcdonough@ct.gov

The Department is an Equal Opportunity/Affirmative Action Employer. Deaf and Hearing Impaired individuals may use a TDY by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the DSS Contract Administration Office at (860) 424-5214.

The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

Preface to the Request for Proposals

The Department's effort to procure consulting services to develop a style guide presents an exceptional opportunity for organizations and/or highly skilled individuals with extensive experience and knowledge to help DSS to develop correspondence that will allow its consumers to more fully understand forms, notices, and letters that relate to applications for and receipt of DSS assistance. Organizations and/or individuals contemplating responding to this RFP must have experience providing consulting services related to the development of a style guide to develop correspondence directed to consumers with limited reading and English-speaking abilities. The Department will not review proposals received from organizations/individuals that have not demonstrated such experience. The RFP is divided into the following components:

I. **Background** contains information about the Department, its goals and objectives, and an overview of critical consumer programs.

II. **Overview of the Consultant Procurement Process** provides the sequence and steps in the Department's procurement process.

III. **General Proposal Requirements and Instructions** provides instructions to prospective Respondents on how to submit a proposal.

IV. **Proposal Contents** defines the proposal responses. Respondents to the RFP must provide their proposals in two (2) parts with specified subsections.

A. Part One - Section One of the Respondent's proposal must contain the requirements for transmittal statements and acceptances.

B. Part One - Section Two of the Respondent's proposal must contain the requirements for the Scope of Work and information about the Respondent's organization and personnel. This section identifies specific issues the resultant contractor will need to address and seeks information about how the Respondent will resolve or approach these issues. It also allows the Respondent to tell the Department about itself and how it would "fit" as a partner with the Department.

C. Part One - Section Three of the Respondent's proposal must contain all examples, brochures, and other printed documents appropriately tabbed to the requirements in Part One - Section Two.

D. Part Two of the Respondent's proposal is the Business Proposal that must contain all information related to the cost of the proposal**. Part Two must be presented in a separate binder from the Part One requirements.**

V. **Evaluation** describes the process the Department will use to evaluate the proposals.

VI. **Appendices** refer to contract terms, conditions, and assurances, as well as information related to administrative functions.

VII. Attachments refer to notices, letters, and forms for review by the Respondent and a Cost Proposal Form for use by the Respondent.

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I. BACKGROUND INFORMATION AND PROGRAM OBJECTIVES

A. PURPOSE

The Connecticut Department of Social Services (Department/DSS) is issuing this Request for Proposals (RFP) to procure the services of an experienced professional consulting organization or individual consultant to review, critique, and redraft a series of Department consumer forms, notices, and letters, and to develop a style guide to be used by Department staff to develop correspondence targeted to DSS program consumers with limited reading and English-speaking abilities.

This project is being undertaken pursuant to paragraph 31 of the May 31, 2007 Settlement Agreement in the case of *Raymond v. Rowland*, 3:03CV0118 (MRK). This paragraph requires the Department to review its program application and redetermination forms, client notices, and standardized client letters, and to implement revisions to improve their comprehension by clients who participate in certain programs administered by the Department. The Settlement Agreement notes that a significant portion of DSS program consumers face barriers to comprehension of these materials caused by disability, low literacy or language challenges. Accordingly, DSS must take approaches that focus on best practices for clear and plain language, format, fonts, use of white space, and appropriate reading level.

B. DEPARTMENT BACKGROUND

The Department of Social Services is the single state agency that has the statutory authority and responsibility for administering a host of programs governed by state and federal laws. For the purposes of this RFP, we will work with the following three programs:

- Temporary Assistance for Needy Families (TANF)
- HUSKY A Health Insurance (Medicaid for children and families)
- Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamps)

A brief description of each program follows.

TANF: TANF provides cash assistance to indigent Connecticut families with dependent children. In addition to cash assistance, certain families are required to participate in work-related activities in order to help transition families to become self-sufficient. As of June 2010, approximately 19,000 families were receiving cash assistance benefits. The Department operates Jobs First, Connecticut's welfare reform program, providing Temporary Family Assistance (TFA) to families in need of cash assistance. Jobs First has been successful in helping thousands of parents move into the workforce and off welfare rolls. Jobs First is a time-limited program that emphasizes early case-management intervention and participation in the labor market. Jobs First establishes a time limit of 21 months for families that contain an adult who is able to work.

HUSKY A: Husky A is Connecticut's Medicaid program, which provides health care services to poor, uninsured families and individuals. There are currently 250,000 clients enrolled in the HUSKY A program.

SNAP: SNAP provides monthly benefits to help eligible families and individuals afford food purchases. Benefits are provided electronically, enabling clients to use a debit-type swipe card at food markets. Income and asset eligibility guidelines apply. The general income limit is 130% of the federal poverty level. As of June 2010, 179,344 Connecticut households were receiving SNAP benefits.

C. CURRENT ENVIRONMENT

At this time, the Department has not adopted a uniform style guide for use in the development of its client documents. There are numerous notices, forms, and letters used for the three programs previously described herein. Forms, notices and letters are developed to meet specific mail/postage guidelines, e.g. weight of envelopes...

Forms are maintained by the Department's Division of Information Technology (IT) Systems Supports Services Planning Unit. There are approximately 75 forms directed to clients of each of the three programs. All forms are also produced in Spanish; and if possible, the Spanish version is on the back side of the English version. For the purpose of the RFP, the Spanish version will not be included.

Notices and letters specific to each of the three programs are sent to clients via the Department's Eligibility Management System (EMS). They are developed by Department policy consultants, reviewed and often modified by legal staff, and then configured to meet strict space parameters within EMS. As such, they are "hard coded" and require a lengthy internal process in order to make changes**.** This lack of flexibility within EMS is particularly challenging. There are times when, based on certain circumstances, notices and letters must contain additional or alternative information, yet the system cannot accommodate such revisions.

Currently, EMS has 95 active notice types in both English and Spanish, for a total of 190 notice types. Many notices (25% - 30%) have multiple permutations based on programs and other criteria that could be treated as totally different notice types if the notices were to be redeveloped. Adjusting the 190 notices to account for the different permutations would bring the total amount of notices to 250 different notices. Most notices are not sent as an isolated document but rather are blended into one notice packet. EMS notices are not saved to view or reprint at a later date. EMS saves the data it requires in notice history and, if needed, a second notice is built from the saved data.

Connecticut's Eligibility Management System (EMS) is among the nation's most comprehensive welfare eligibility systems. This mainframe system provides fully-integrated data processing support for the determination of client eligibility, benefit calculation and issuance of benefit amount, financial accounting, and management reporting. EMS supports many of the Department's major programs such as Temporary Family Assistance (TFA); Medical Assistance (Medicaid Fee-for-Service and State

Medical Assistance for Non-Citizens); Supplemental Nutrition Assistance Program (SNAP); State Supplement to the Aged, Blind, and Disabled; Refugee Cash and Medical Assistance; and the Medicaid Managed Care Program. The system has been functional since 1989.

EMS determines eligibility and issues notices and benefits for approximately 390,000 assistance units and 420,000 clients each month. The database management system (DBMS) is IBM IMS. The system consists of over 210 databases, 50 VSAM files, 3025 COBOL programs, over 550 on-line screens, and 5 million lines of code. EMS runs on an IBM 2064-103 Z/OS R1.4 operating system at the State Data Center located at the Department of Information Technology (DOIT).

Sample forms, notices, and letters for each of the three programs are provided in Component VII. Attachments.

II. OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

The Department is issuing this Request for Proposals (RFP) through the Department's Office of Contract Administration (the "Issuing Office"). This office is the only contact in the State of Connecticut (State) for this competitive bidding process. The Official Agency Contact, and the address of the issuing office is as follows:

Marcia McDonough
Contract Administration
Department of Social Services
25 Sigourney Street, Hartford, CT 06106
Phone: (860) 424-5214 - Fax: (860) 424-5800
Email: marcia.mcdonough@ct.gov

B. PROCUREMENT SCHEDULE

Milestones	Ending Dates
RFP Released	**December 23, 2010**
Mandatory Letter of Intent and Questions Due 3:00 PM Local Time	January 18, 2011
Responses to Questions (tentative)	January 20, 2011
Proposals Due by 3:00 PM Local Time	**February 3, 2011**
Successful Respondent Announced	February 22, 2011
Contract Negotiations Begin	February 23, 2011
Contract Work Begins	**March 1, 2011**

C. RESPONDENTS' QUESTIONS

The Department will not sponsor a Respondents' Conference with regard to this RFP. Instead, the Department encourages Respondents to submit written questions. The Department will accept written questions submitted to the Issuing Office by 3:00 PM on January 18, 2011. Questions may be submitted to the Issuing Office by facsimile at (860) 424-5800, e-mail at marcia.mcdonough@ct.gov or mail directed to the Issuing Office at the address listed in Component II. A of this RFP. All questions sent by mail or facsimile must also be provided on a disk (Microsoft® Word 6.0, 2003) and received by the Issuing Office by 3:00 PM on January 18, 2011.

The Department will not respond to questions that do not meet the deadline and criteria listed above. The responses to questions will be presented in an amendment to this RFP and posted by the Department to the DAS State Contracting Portal and the Department's website.

D. MANDATORY LETTER OF INTENT

Interested Respondents are requested to submit a mandatory Letter of Intent (LOI) to the Issuing Office to advise the Department of its intention to present a proposal in response to this RFP. The LOI should be directed to the Issuing Office by 3:00 PM on January 18, 2011. The LOI may be sent via mail, e-mail or fax. Submission of a LOI is required in order to submit a proposal.

E. EVALUATION AND SELECTION

The Department will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this competitive procurement. Only proposals found to be responsive to the RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP, including the general consideration requirements.

F. CONTRACT EXECUTION

The contract developed as a result of this RFP is subject to State contracting procedures for executing a contract, which include approval by the Connecticut Office of the Attorney General. The contract becomes executed only upon the signature of the Office of the Attorney General. No financial commitments may be made by DSS until and unless the contract has been approved by the Office of the Attorney General. The Office of the Attorney General reviews the contract only after the Commissioner of Social Services and the Resultant Contractor have agreed to its provisions.

G. ACCEPTANCE OF PROPOSAL CONTENT

The contents of this RFP and the successful Respondent's proposal will form the basis of contractual obligations in the final contract.

The resulting contract will be a Personal Service Agreement (PSA) contract between the successful Respondent and the Department. The Respondent's proposal must include a Statement of Acceptance (Appendix 2) without qualification, of all terms and conditions within this RFP and the Mandatory Terms and Conditions for a PSA contract (Appendix 1). The Respondent may, however, suggest alternative language to the Mandatory Terms and Conditions. The Department may, after consultation with the Office of the Attorney General and the Office of Policy and Management, agree to incorporate such alternative language in any resultant contract. The decision whether to incorporate such alternative language, however, rests solely with the Department and these two Offices; their decision is final.

Any proposal that fails to include the Statement of Acceptance, without qualification, of all terms and conditions within this RFP and the Mandatory Terms and Conditions

for a PSA contract may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

H. DEBRIEFING / APPEAL / CONTEST OF SOLICITATION OR AWARD

1. Debriefing: The Department will notify all Respondents of any award issued as a result of this RFP. Unsuccessful Respondents may, within thirty (30) days of the signing of the resultant contract(s), request a Debriefing of the procurement process and its submission by contacting the Official Agency Contact in writing at the address previously given. A Debriefing may include a request for and distribution of instructions to the evaluators, a copy of the evaluation tool, and a copy of the Respondent's scores including any notes pertaining to the Respondent's submission. Debriefing information that has been properly requested shall be released within five (5) business days of the Department's receipt of the request.

   Respondents may request a Debriefing meeting to discuss the procurement process by contacting the Official Agency Contact in writing at the address previously given. Debriefing meetings that have been properly requested shall be scheduled within fifteen (15) days of the Department's receipt of a request.

   A Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

2. Appeal: The Respondent may appeal any aspect of the competitive procurement; however, such appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations, or standards concerning competitive procurement or the provisions of the Procurement Document. Appeals must be submitted by the Respondent to the Agency Head, with a copy to the Contract Administrator.

   Respondents may submit an Appeal to the Department any time after the submission due date, but not later than thirty (30) days after the Department notifies Respondents about the outcome of a competitive procurement. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days.

   Following the review process of the documentation submitted, but not later than thirty (30) days after receipt of any such Appeal, a written decision will be issued and delivered to the Respondent who filed the Appeal and any other interested party. The decision will summarize the Department's process for the procurement in question; and Indicate the Agency Head's finding(s) as to the merits of the Respondent's Appeal.

   Any additional information regarding the Debriefing and/or the Appeal processes may be requested from the Official Agency Contact for this RFP.

3. Contest of Solicitation or Award: Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board…" Refer to the State Contracting Standards Board website at www.ct.gov/scsb.

I. DISPOSITION OF PROPOSALS - RIGHTS RESERVED

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

1. **Cancellation:** Cancel this procurement at any time prior to contract award.
2. **Amend procurement:** Amend this procurement at any time prior to contract award.
3. **Refuse to accept:** Refuse to accept, or return accepted proposals that do not comply with procurement requirements.
4. **Incomplete Business Proposal**: Reject any proposal in which the Business Proposal is incomplete or in which there are significant inconsistencies or inaccuracies.
5. **Prior contract default:** Reject the proposal of any Respondent in default of any prior contract with the State or for misrepresentation of material presented in the proposal.
6. **Written clarification:** Require Respondents, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require.
7. **Oral clarification:** Require Respondents, at their own expense, to make oral presentations at a time selected and in a place provided by the Department in order to assist the Department in its determination of the award of the right to negotiate a contract. The Department reserves the right to limit the number of Respondents invited to make such a presentation. The oral presentation shall be permitted only for the purpose of proposal clarification and not to allow changes to be made to the proposal.
8. **No proposal changes:** Allow no additions or changes to the original proposal after the due date specified herein, except as may be authorized by the Department.
9. **Property of the State:** Own all proposals submitted in response to this procurement upon receipt by the Department.
10. **Separate service negotiation:** Negotiate separately any service in any manner necessary to serve the best interest of the State.
11. **All or any portion:** Contract for all or any portion of the scope of work or tasks contained within this RFP.

12. **Proposal most advantageous:** Consider cost and all factors in determining the most advantageous proposal for the Department when awarding Respondents the right to negotiate contracts.
13. **Technical defects:** Waive technical defects, irregularities, and omissions, if in its judgment the best interests of the Department will be served.
14. **Best and Final Offers:** Seek Best and Final Offers (BFO) on price from Respondents upon review of the scored criteria. In addition, the Department reserves the right to set parameters on any BFOs it receives.
15. **Unacceptable proposals:** Reopen the procurement process if the Department determines that all proposals are unacceptable.

J. PROPOSAL PREPARATION EXPENSES

The Department assumes no liability for payment of expenses incurred by Respondents in preparing and submitting proposals in response to this procurement.

K. RESPONSE DATE AND TIME

To be considered for review a proposal must be received by the Issuing Office by the date and time stated in the Procurement Schedule in Component II. B.of this RFP. The Department will not consider a postmark date as the basis for meeting any submission deadline. Respondents should not interpret or otherwise construe receipt of a proposal after the closing date and time as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department suggests the Respondent use Certified or Registered mail to deliver the proposal when the Respondent is not able to deliver the proposal by courier or in person. When hand-delivering proposals Respondents should allow extra time to comply with building security procedures.

Proposals shall not be considered received by the Issuing Office until they are in the hands of the Official Contact or a representative of the Office of Administration.

L. RESPONDENT ASSURANCES AND ACCEPTANCES

1. **Independent Price Determination**: By submitting a proposal and through <u>assurances given in its Transmittal Letter</u>, the Respondent certifies that in connection with this procurement the following requirements have been met:
   a. Costs: The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of 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 Respondent on a prior basis directly or indirectly to any other organization or to any competitor;

c. Competition: No attempt has been or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;

d. Prior Knowledge: The Respondent had no prior knowledge of the RFP contents prior to actual receipt of the RFP and had no part in the RFP development; and

e. Offer of Gratuities: The Respondent certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor's agent or the contractor's employee(s).

2. **Valid and Binding Offer:** The proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

3. **Press Releases:** The Respondent agrees to obtain prior written consent and approval from the Department for press releases that relate in any manner to this RFP or any resulting contract.

4. **Restrictions on Communications with DSS Staff:** The Respondent agrees that, from the date of release of this RFP until the Department makes an award, it shall not communicate with Department staff on matters relating to this RFP, except as provided herein through the Issuing Office. Any communication by the Respondent with any of the Department's staff relating to this RFP may, at the discretion of the Department, result in disqualification of that Respondent's proposal.

5. **Acceptance of the Department's Rights Reserved:** The Respondent accepts the rights reserved by the Department.

6. **Experience:** The Respondent must have demonstrated experience in developing style guides, utilized to guide the development of forms, notices, and letters used in the administration of publicly funded programs and directed to consumers with limited reading and English speaking abilities. The Respondent also acknowledges and agrees to allow the Department to examine the Respondent's claim with regard to experience proposed, by allowing the Department to review the Respondent's related contracts and/or to interview contracting entities.

M. INCURRING COSTS

The Department is not liable for any cost incurred by the Respondent prior to the effective date of a contract.

N. FREEDOM OF INFORMATION AND DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION :

Due regard will be given to the protection of proprietary information contained in all proposals received; however, Respondents should be aware that all materials associated with this procurement are subject to the terms of the State Freedom of Information Act, Conn. Gen. Stat. §§ 1-200. et seq., and the Privacy Act and all rules, regulations and interpretations resulting there from. The Respondent must provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 (b) of the Connecticut General Statutes to claim proprietary exemptions to the disclosure requirements of the Freedom of Information Act. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Respondent 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.

It will not be sufficient for Respondents to merely state generally that the proposal is proprietary in nature and, therefore, not subject to release to third parties. Information in proposals concerning price and cost alone do not meet exemption requirements. Those particular pages or sections that a Respondent believes to be proprietary must be specifically identified as such.

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

The Proprietary Declaration must be included in the Transmittal Letter as noted in Component IV. Proposal Contents – Part One – Section One: Transmittal Communication, Forms and Acceptances Order.

O. AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies Section 46a68j-3(10) requires State agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements: the applicant's success in implementing an affirmative action plan; the applicant's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive; the applicant's promise to develop and implement a successful affirmative action plan; the applicant's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the applicant's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises. (See CGS 4a-60).

P. RESULTANT CONTRACT PERIOD, FUNDING, AND NUMBER OF AWARDS

The resultant contract term is expected to be no more than one (1) year with an anticipated start date of March 1, 2011.

While it is the Department's intent to award one (1) contract for services described in the RFP, the Department reserves the right to fund more than one (1) contract if desired.

III. PROPOSAL FORMAT REQUIREMENTS

A. GENERAL PROPOSAL FORMAT REQUIREMENTS

Respondents must submit proposals that follow the requirements of this RFP including the requirements of form and format that have been established in order to facilitate the Department's evaluation process. The proposal format requirements are listed in this section below and the content requirements are listed in Component IV. of this RFP. Respondents must respond to each content requirement that begins with "To submit a responsive proposal, **THE RESPONDENT SHALL"** and those responses must reference the RFP request citation.

1. **RFP Component IV. Respondent's Proposal Part One - Section One** must contain Transmittal Communication, Forms, and Acceptances Order requirements.
2. **RFP Component IV. Respondent's Proposal Part One - Section Two** must contain the response to the Scope of Work and Work Plan Management requirements for the resultant contractor in the specific responses to the Respondent requirements. The proposal should demonstrate the Respondent's understanding of and ability to perform the resultant contractor's performance requirements. The Respondent's proposal must present the Respondent's understanding of the project, including how the Respondent proposes to perform the tasks, identify problems and solve them without a mere rewriting of the RFP requirements. A responsive proposal shall address each task requirement separately.

   This section must also contain the Respondent's organizational information as it relates to the Respondent's ability to perform the activities as presented in the RFP. It must describe the background and experience of the Respondent's organization, and subcontractors if applicable, and include details regarding its size and resources, and its experience relevant to the functions to be performed under the resultant contract or recent contracts for similar services.
3. **RFP Component IV. Respondent's Proposal Part One - Section Three** must contain the Respondent's sample documents and exhibits.
4. **RFP Component IV. Respondent's Proposal Part Two** must contain the Respondent's cost and financial information.

The Department will evaluate each proposal Part separately in sequence.

B. DELIVERY CONDITION – COPIES NECESSARY

The original (clearly marked) and five (5) exact, legible copies of the proposal must be bound in two (2) separate parts, and submitted in clearly marked ("Style Guide Consultant RFP"), sealed envelopes or boxes by the deadline. In addition, one (1) exact electronic copy (USB Drive, CD, or DVD) of the entire proposal in a non-PDF format must be submitted with the original. Any required documents that are not

available in electronic format may be excluded from the electronic copy. The electronic copy must be compatible with Microsoft Office Word or Excel 2003, except any items such as pictures or signatures that cannot be converted into Word or Excel.

C. PROPOSAL STRUCTURE

Respondents must observe the separate binding and sealed delivery requirements when submitting proposals.

1. Two Proposal Parts, **Separately Bound and Sealed** - The original and copies of Part One - Sections One, Two and Three, must be bound and submitted in clearly marked ("Style Guide Consultant Services RFP/Part One"), sealed envelopes or boxes.

   The original and copies of Part Two, Business Proposal, must be bound and submitted in clearly marked ("Style Guide Consultant Services RFP/Part Two"), sealed envelopes or boxes.

2. Shipping Container Labeling - The envelopes or boxes that contain the separate parts may be incorporated into one or more shipping containers. The shipping containers must be labeled with the following information: the name of the Respondent's organization, the name of the RFP ("Style Guide Consultant Services RFP") and the contents of the shipping container.

D. PROPOSAL CONSTRUCTION REQUIREMENTS

1. Binding of Proposal - Respondents must submit proposals that coincide with the RFP Table of Contents in loose-leaf notebooks. The legal name of the organization must appear on the outside front cover of each binder and on each page of the proposal. Location of the name is at the Respondent's discretion.

2. Tab Sheet Dividers - A tab sheet keyed to the table of contents must separate each major component of each part of the proposal. The title of each major component must appear on the tab sheet.

3. Table of Contents - Each proposal must incorporate a complete Table of Contents in Part One. It is through this Table of Contents that the Department will evaluate conformance to uniform proposal content and format.

4. Cross-referencing RFP and proposal - All responses must correspond to the specific assigned task number in the RFP and shall follow the sequence order found in the RFP. Each section of the proposal must cross-reference the appropriate section of the RFP that is being addressed. Proposal responses to specific task requirements must reference the RFP request citation. This will allow the Department to determine uniform compliance with specific RFP requirements.

5. Page Numbers - Each page of each part of the proposal must be consecutively numbered in Arabic numerals beginning with the transmittal page.

6. Page Limit - Component IV. Part One - Section One and Three have no page limits. Component IV. Part One - Section Two is limited to 25 single-sided pages, not including job descriptions or resumes. Component IV. Part Two - is limited to 10 single-sided pages, not including audit information and corporate disclosure information.

7. Page Format - The standard format to be used throughout the proposal is as follows:
   a. Text shall be on 8 ½" x 11" paper in the "portrait" orientation.
   b. Text shall be single-spaced.
   c. Font shall be a minimum of twelve (12) point in Arial (not Arial narrow) or Times New Roman (not Times New Roman Condensed) font as used in Microsoft® Word.
   d. The binding edge margin of all pages shall be a minimum of one and one half inches (1 ½"). All other margins shall be 1".
   e. Graphics may have a "landscape" orientation, bound along the top (11") side. If oversize, graphics may have a maximum of one (1) fold.
   f. Graphics may have a smaller text spacing, pitch, and font size.
   g. Resumes are considered text, not graphics.

IV. PROPOSAL CONTENTS

PART ONE – SECTION ONE: TRANSMITTAL COMMUNICATION, FORMS AND ACCEPTANCES ORDER

To submit a responsive proposal, **THE RESPONDENT SHALL** provide responses to Part One - Section One in the order specified below. Appendices are located in Component VI. of the RFP.

A. AMENDMENT ACKNOWLEDGEMENT - The Respondent must insert acknowledgement of the receipt of all amendments issued to the RFP.

B. TRANSMITTAL LETTER - The original proposal and all copies must include a Transmittal Letter of no more than two single-sided pages that addresses:

1. The Respondent Assurances and Acceptance (RFP Component II. L);
2. The identification of any proprietary information (RFP Component II. N);
3. A statement that the Respondent has experience providing consulting services related to the development of a style guide and a brief outline of the Respondent's qualifications to undertake this project;
4. A statement that any submitted response and cost shall remain valid for one hundred twenty (120) days after the proposal due date or until the resultant contract is executed, whichever comes first; and
5. The following identifying information:

    a. Full Legal name of the corporation and address;
    b. Federal Employer Identification Number;
    c. Name, title, telephone number, fax number and e-mail address of the individual with the authority to bind the Respondent to sign a contract with the Department; and
    d. Name, title, telephone number, fax number and e-mail address of the Respondent's principal contact to receive amendments to the RFP and requests for clarification.

C. TABLE OF CONTENTS

Part One must include the Table of Contents for the entire proposal beginning with the Executive Summary.

D. EXECUTIVE SUMMARY - To submit a responsive proposal, **THE RESPONDENT SHALL** provide a high-level summary limited to two single-sided pages that summarizes the content of the Respondent's proposal. The Executive Summary shall include the Respondent's demonstrated experience providing style guide consulting services.

E. PROCUREMENT AGREEMENT SIGNATORY ACCEPTANCE - APPENDIX 2

The Respondent must provide a signed Acceptance Statement (APPENDIX 2), without qualification, of all **MANDATORY TERMS AND CONDITIONS - APPENDIX 1**.

F. LOBBYING RESTRICTIONS- APPENDIX 3

This form is MANDATORY and must be completed, signed and returned with the Respondent's proposal.

G. CONSULTING AGREEMENT AFFIDAVIT - APPENDIX 4

Consulting Agreements, C.G.S. § 4a-81 Proposals for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms and attached hereto.
IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.

H. CONTRACT COMPLIANCE PACKAGE - APPENDIX 5

The following forms, included in APPENDIX 5, are MANDATORY and must be signed and returned with the Respondent's proposal.

1. Notification to Bidders Form
2. Bidder Contract Compliance Monitoring Report

I. SEEC FORM 11 - APPENDIX 6

PART ONE – SECTION TWO: SCOPE OF WORK AND WORK PLAN MANAGEMENT

Maximum Page Limitation is 25 SINGLE-sided pages

Part One - Section Two must describe the background and experience of the Respondent and, if applicable, its proposed subcontractors, including details that are relevant to the functions that are described in this section of the RFP. This description shall include information about the Respondent's and subcontractors' experience with contracts within the past three (3) years, including details about the position and type of resources dedicated to these contracts.

A. THE SUCCESSFUL STYLE GUIDE CONSULTANT SHALL BE REQUIRED TO:

1. Develop a work plan identifying a schedule for completing all duties and responsibilities included in this request for proposals. The work plan will identify tasks and subtasks necessary to successfully complete project deliverables. The work plan should include start-up requirements, as well as all Style Guide Consultant requirements addressed in the RFP.
2. Conduct a thorough review/critique/analysis of current application and redetermination forms and notices and identify/suggest revisions that would reduce barriers to their comprehension by DSS clients. The review will include up to 75 forms and up to 75 EMS notices/letters, a total of 150 documents.
3. Provide a revised version for each item cited in A.2. Recognizing that a significant portion of the DSS client population faces barriers to comprehension of these materials caused by disability, low literacy or language challenges, the resultant contractor will employ approaches that focus on best practices for clear and plain language, format, fonts, use of white space and appropriate reading level.
4. Develop a style guide that will provide uniform guidance for the development of forms, notices, letters, etc. For the purposes of this RFP, the Department has adopted the style guide options as delineated in the following link –

   http://www.stc.org/ConfProceed/2005/PDFs/0073.pdf
5. Develop a Train the Trainers curriculum on the components of the style guide developed.
6. Conduct a Train the Trainers training session (2 to 3 hours) with up to 10 selected DSS staff.
7. Prepare a best practices document on how to write forms, notices, and letters to ensure that key messages have the most important implication of the message stated up-front.
8. Conduct a survey of other states that issue notices from systems like the DSS EMS legacy system and from other automated platforms, and present findings that identify best practices.

9. Identify software systems and/or on-line tools for analyzing documents against the principles identified in the style guide that would benefit DSS in improving its notices, letters and consumer information products and can be directly connected to the Department's EMS technology. Include development costs and recommendations on the compatibility of these items with the DSS EMS.

B. REQUIREMENTS OF THE RESPONDENT

In furtherance of the requirements, stated above, to submit a responsive proposal **THE RESPONDENT SHALL:**

1. **Approach:** Propose a detailed approach to address the SGC requirements stated in A.1 - 9. A responsive proposal shall include a work plan that includes a schedule of the number, positions and hours of staff for each task required. The schedule must indicate the number of hours that the Respondent's staff will be present on-site at the Department. Samples of each program's forms, notices and letters are referenced as links in **Component VII. Attachments**;

2. **Project Timetable:** Submit a PERT, GANTT, or bar chart that clearly outlines the timetable for all tasks from beginning to end. The chart must display key dates and events relative to the project and the position of the responsible party;

3. **Corporate Project Unit:**
   a. Provide a functional organization chart detailing how the proposed project structure fits within the entire organizational structure;

   b. Describe how the proposed project structure will manage and operate the project proposed by the Respondent; and

   c. Justify the staffing resources to successfully meet the RFP requirements in light of any other similar obligations for any other entity.

4. **Personnel and Staff Resources – Availability of Staff**
   a. The resultant contractor shall permanently assign all staff identified for the project until the tasks for which they were proposed have been completed and approved by the Department unless:
      1. an individual terminates her/his employment with the contractor, or
      2. an individual becomes physically or mentally unable to carry out the duties assigned by the contractor, or
      3. the Department's SGC Project Director requests that an individual be removed from the project.

   The resultant contractor must receive the written approval from the Department for changes in personnel prior to such changes being made. The resultant contractor shall submit to the Department for its approval, the name and qualifications of any

persons who are proposed to replace existing or previously proposed project management staff, or other personnel previously identified to the Department. These changes must not negatively impact the Department or adversely affect the ability of the resultant contractor to meet any requirement or deliverable set forth in this RFP and/or the resultant contract.

b. To submit a responsive proposal **THE RESPONDENT SHALL**:

1. Describe a management plan for the SGC project that includes at a minimum:

   a. The names and positions of qualified Respondent personnel proposed for this project;

   b. A description of the duties, authority and responsibilities of each of the personnel within the organizational structure, that are assigned to this project, including the number and type of personnel to be supervised by each;

   c. Identification of personnel who are not full-time staff of the Respondent including a complete description of their employment status with the Respondent; and

   d. Identification of any other current or planned contractual obligations that might have an influence on the Respondent's capability to perform the work under a contract with the Department.

2. Identify a SGC Project Manager and explain the Project Manager's contract-related experience to include the percentages of time dedicated to those contracts and the proposed time for the resultant contract contemplated by this RFP.

   The SGC Project Manager will be responsible for the implementation and management of the project, monitoring and ensuring the performance of duties and obligations under the resultant contract, and the day to day oversight of the project. The Project Manager will be the resultant contractor's representative for providing status updates, and ad hoc and interim reports.

5. Resumes and Job Descriptions

To submit a responsive proposal **THE RESPONDENT SHALL** include job descriptions and resumes for all proposed personnel (including the SGC Project Manager) indicating contract-related experience, qualifications, education and training, and work experience. Resumes are limited to two single-sided pages per resume. Resumes and job descriptions are not included in the total page limit for Component IV. Part One - Section Two. The resumes of all proposed personnel will include:

a. Experience with Respondent (or Subcontractor);

b. Relevant education, experience, and training;

c. Names, positions, titles, and telephone numbers of persons who are able to provide information concerning the individual's experience and competence;

d. Each project referenced in a resume should include the customer, and a brief description of the individual's responsibility related to the project; and

e. Samples of style guides, forms, notices and/or letters developed.

6. Personnel and Tasks

To submit a responsive proposal **THE RESPONDENT SHALL** describe the relationship between personnel for whom resumes have been submitted, and the tasks and assignments proposed to accomplish the scope of work. Identify the percentage of time each of these personnel will be dedicated to this project.

7. Evidence of Qualified Entity

To submit a responsive proposal **THE RESPONDENT SHALL** provide written assurance to the Department from its legal counsel that it is qualified to conduct business in Connecticut and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.

8. Location of Respondent Facilities

To submit a responsive proposal **THE RESPONDENT SHALL** identify the location where the Respondent or its parent has its principal place of business.

9. Governance

To submit a responsive proposal **THE RESPONDENT SHALL** provide the following information for the Respondent as the proposed contractor and any proposed subcontractor:

a. The name, work address, home address, and Social Security Number of each director, and percentage of time each director will spend on this resultant contract;

b. The role of the board of directors in governance and policy making; and

c. A current organizational chart defining levels of ownership, governance and management.

10. Sanction – Disclosure

To submit a responsive proposal **THE RESPONDENT SHALL** provide a statement that attests that no sanction, penalty or compliance action has been imposed on the Respondent within the three (3) years immediately preceding the date of the SGC RFP.

11. Qualifications and Experience

To submit a responsive proposal **THE RESPONDENT SHALL** describe the organization's overall qualifications to carry out a project of this nature and scope. The detail of experience and success relevant to the SGC RFP scope of work for this project should include the following information concerning the Respondent's experience with other contracts or projects, whether ongoing or completed during the past three (3) years:

a. An identification of all contracts during the past three (3) years with other state agencies, in all other states, or commercial vendors, the nature of the contract, and designation as to whether such contract is similar to the scope of work for this project;

b. A description and samples of the projects and work performed under the contracts identified above;

c. A signed release allowing the Department to request and access any evaluative information including but not limited to site reviews conducted by any state agency or commercial entity for which the Respondent has performed work in the past three (3) years;

d. Contacts for each contract identified above including the name, title, address and telephone number of the customer's project officer;

e. The initial and final contract amounts;

f. Subcontractors used and type of effort for each contract;

g. The term of each contract including the date of contract signing, the date of project initiation, the initial scheduled completion date and the actual completion date; and

h. A general description of the scope of each project.

12. References

To submit a responsive proposal, **THE RESPONDENT SHALL** provide three (3) specific references. References must be persons able to comment on the Respondent's capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization or individual and its day-to-day performance. If the Respondent has been a State contractor within the past three (3) years, the Respondent must include a State of Connecticut reference. Respondents are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be references. References must include the organization's name, address, current telephone number, e-mail address, and name of a specific contact person. The Department of Social Services expects to use these references in its evaluation process. References cannot be the Respondent's current employees.

13. Subcontracts

The resultant contractor:

a. May subcontract for any function described in the scope of work. The following provisions of this section apply to those subcontractors retained for the purposes of providing the contractor's requirements. In any subcontract arrangement, the resultant contractor shall comply with following contractual conditions in addition to those Terms and Conditions approved by the Attorney General and listed in Appendix 1;

b. Shall be held directly accountable and liable for all of the contractual provisions resulting from this RFP whether the resultant contractor chooses to subcontract its responsibilities to a third party or not;

c. Shall be liable for all contractual obligations irrespective of subcontracted tasks. No subcontract shall negate the legal responsibilities of the resultant contractor as articulated in any resultant contract with the Department including those responsibilities that require the resultant contractor to assure that all activities carried out by the subcontractor conform to the provisions of the resultant contractor's contract with the Department;

d. Shall incorporate the following conditions into any subcontract:

   1) All subcontracts shall be written;

   2) All subcontracts shall include any general requirements of resultant contractor's contract with the Department in response to this RFP that are appropriate to the services provided by the subcontractor;

   3) All subcontracts shall provide for the right of the Department or other governmental entity to enter the subcontractor's premises to inspect, monitor or otherwise evaluate the work being performed as a delegated duty by the resultant contractor;

   4) The resultant contractor and its subcontractors shall cooperate in the performance of financial, quality or other audits conducted by the Department or its agent(s); and

   5) The resultant contractor shall provide upon the Department's request a copy of any subcontract.

To submit a responsive proposal **THE RESPONDENT SHALL**:

a. Identify any of the services where the Respondent intends to or is contemplating utilizing a subcontractor to perform the services or duties of the resultant contractor;

b. Identify the name and address of each proposed subcontractor and describe the duties the subcontractor shall perform;

c. For each proposed subcontractor provide a response to each of the requirements in Component IV. B. 7, 8, 9, 10, 11 and 12;

d. If a subcontractor has not been selected to provide a specific service, but a decision has been made to subcontract a particular service, describe the means that the Respondent will use to select the subcontractor; and

e. Describe the Respondent's process to manage and monitor each subcontractor's performance.

14. Small, Minority or Women's Business Enterprise

Section 32-9e of the Connecticut General Statutes sets forth the requirements of each executive branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five (25%) 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 this contract for a small, minority or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective Respondents may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services at the DAS website: www.das.state.ct.us/Purchase/SetAside/SAPVendor.asp or by calling (860) 713-5236.

To submit a responsive proposal **THE RESPONDENT SHALL** describe its intention to set aside a portion of this contract for a small, minority or women's business enterprise as a subcontractor.

15. Department Responsibilities

To submit a responsive proposal **THE RESPONDENT SHALL** identify specific support the Respondent requires from the Department to perform the tasks in any resultant contract. The Department of Social Services Bureau of Assistance Programs Family Services Division retains the ultimate decision-making authority required to ensure project tasks are completed. Specific Department responsibilities are:

a. Project Management: A Project Director will be appointed by DSS. This individual will be responsible for monitoring project progress and will have final authority to approve/disapprove project deliverables. A Project Review Team will also be assembled and will be comprised of department staff and staff representing Connecticut Legal Services, New Haven Legal Assistance and Greater Hartford Legal Aid that negotiated the Settlement Agreement in *Raymond v. Rowland*, 3:03CV0118 (MRK) with the Department.

b. Staff Coordination: The Project Director will coordinate all necessary contacts between the resultant contractor and Department staff.

c. Approval of Deliverables: The Project Director will review, evaluate, and approve all deliverables prior to the resultant contractor being released from further responsibility.

d. The Department will provide sufficient workspace at the Department's office for the Respondent to perform its tasks as described in this RFP, at the request of the resultant contractor.

PART ONE - SECTION THREE: SAMPLE DOCUMENTS AND EXHIBITS

PART ONE - SECTION THREE is the designated section for sample documents and exhibits submitted by the Respondent.

To submit a responsive proposal **THE RESPONDENT SHALL** provide sample documents and exhibits that the Respondent refers to in its responses to Part One - Section Two.

PART TWO: BUSINESS PROPOSAL

Maximum Page Limitation is 10 SINGLE-sided pages

Part Two of the Respondent's proposal must include cost information and other financial information in the following order:

A. Financial Information:

To submit a responsive proposal **THE RESPONDENT SHALL** provide Respondent-specific information as described below:

1. Audited Financial Statements for the two (2) most recent fiscal years for which statements are available. The statements must include a balance sheet, income statement and a statement of changes in financial position. Statements must be complete with opinions, notes and management letters. If two (2) audited statements are not available, explain why and submit un-audited financial statements.

B. Business Cost Section - Cost Proposal Form

1. To submit a responsive proposal, **THE RESPONDENT SHALL** complete the Cost Proposal Form. All positions proposed by the Respondent to fulfill the requirements of the Style Guide Project must be included in the Cost Proposal Form, including any proposed subcontracts and/or subcontractors.

   Hourly rates must be all-inclusive, i.e., consulting services, administrative expenses, travel expenses, appearances at start-up meetings, as well as progress meetings, and any other activities initiated to fulfill the requirements of this RFP.

   Refer to Component VII. Attachments to utilize the Cost Proposal Form for completion of the all-inclusive hourly rate cost summary for the proposed positions identified to fulfill the deliverables in Component IV. Part One - Section Two A. and also identified in the Cost Proposal Form.

2. Business Narrative - To submit a responsive proposal, **THE RESPONDENT SHALL** provide a written explanation of the proposed all-inclusive hourly rate for the positions noted in the Cost Proposal Form for the resultant contract.

   The narrative should detail the reasoning of why the position(s) were proposed to fulfill each deliverable.

   The narrative should also include any business, economic, legal, programmatic, or practical assumptions that underlie the cost proposal.

3. Change Orders: To submit a responsive proposal **THE RESPONDENT SHALL** propose a methodology for identifying and implementing changes to the agreed-upon work plan including but not limited to a change in tasks, estimated hours to complete and all-inclusive hourly rates of payment.

4. The respondent may separately identify cost-saving and cost-avoidance methods and measures and the effect of such methods and measures on the cost proposal and requirements of the RFP.

Payment Structure - The SGC resultant contractor shall be paid in accordance with expenditures incurred in accordance with the approved cost proposal form. A fixed cost will be associated for each deliverable.
While specific payment terms will be finalized during contract negotiations, it is expected that payments will be made following the Department's receipt and acceptance of specified deliverables and the SGC resultant contractor's timely compliance with the resultant contract requirements including, but not limited to, the SGC resultant contractor's submission and Department of Social Services' approval of all required reports and payment requests.

NOTE: The Department and the resultant contractor will, during contract negotiations, negotiate the submission and acceptance process for deliverables.

The Department shall not, however, be obligated to make a payment for a deliverable unless and until it has been submitted to and approved by the Department.

V. PROPOSAL EVALUATION

A. Evaluation Of Proposals Objectives

The Department will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this competitive procurement effort.

B. Evaluation Organization:

An Evaluation Team has been established to assist the Department in selection of a Contractor. The Department reserves the right to alter the composition of this Team. The Evaluation Team will be responsible for the review and scoring of all proposals. This group will be responsible for the recommendation to the Commissioner of the Department. The Commissioner will notify the selected Respondent(s) that the individual /organization has been awarded the right to negotiate a contract with the Department for this project.

C. Evaluation Phases:

The evaluation will be conducted in four phases:

Phase 1 - Evaluation of Part One - Section One:

Minimum Requirements

Phase 2 - Evaluation of Part One - Section Two and Three:

Scope of Work, Organization, Project Management, Personnel and Sample Documents

Phase 3 - Evaluation of Part Two:

Business Proposal

Phase 4 - Proposal Ranking

1. Phase 1 - Evaluation of Part One - Section One

Minimum Requirements

The purpose of this phase is to determine whether each proposal is sufficiently responsive to the minimum RFP requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to Respondents contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

Deadline - Closing Date: The proposal must have been received, before the closing of acceptance of proposals.

Delivery Condition: Copies Necessary: The original (clearly marked) and five (5) exact, legible copies of the proposal (Parts One and Two (bound separately)) must be submitted in properly marked, separately sealed envelopes or sealed boxes by the deadline.

Transmittal Letter: The proposal contains a Transmittal Letter of no more than two pages that addresses IV. Proposal Contents Part One - Section 1: B. Transmittal Letter - 1 through 5.

Mandatory Conditions: The Respondent must accept the RFP Mandatory Terms and Conditions (Appendix 1), and Procurement and Contractual Agreements (Appendix 2).

Required Forms/Information: The Respondent must provide the necessary signed forms and provide the required information as noted in the SGC RFP.

2. Phase 2 - Evaluation of Part One - Section Two

Scope of Work, Organization, Project Management, Personnel and Sample Documents

Only those proposals passing the Minimum Proposal Requirements review will be considered in Phase 2.
The quality of the work plan and the program management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the Respondent is in responding to the functional and technical requirements outlined in this RFP. The Department of Social Services will evaluate the experience of proposed personnel, organization and individual resources, and the affirmative action achievement of the Respondent and any proposed subcontractors. The Department of Social Services will determine to what extent the organization and its proposed personnel have the capability to work effectively with the Department of Social Services to successfully develop and implement the SGC requirements. The Department of Social Services will also assess the Respondent's capability to take on the additional workload that would be generated by the resultant contract and the Respondent's financial capability to undertake the resultant contract. References will be checked.

3. Phase 3 - Evaluation of Part Two - Business Cost

The Business Proposal will only be evaluated for Respondents who have met the minimum requirements of Phase 1 and achieved a **minimum of 75% of the available points in Phase 2**. The Business Proposal will be one of the principal factors considered in the evaluation of the entire proposal submission (Technical and Business proposals combined).

The Business Proposal will be scored for cost and cost reasonableness. Cost reasonableness will be determined by examining the business narrative and the relationship between costs, personnel and the work plan outlined in the proposal.

The Cost comparison will be determined by comparing the all-inclusive hourly rate and tasks attached to that rate.

4. Phase 4 - Presentation and Ranking of the Proposals

After the Evaluation Team has scored the proposals, 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.

VI. Appendices

APPENDIX 1 - MANDATORY TERMS AND CONDITIONS

APPENDIX 2 - PROCUREMENT AGREEMENT SIGNATORY ACCEPTANCE

APPENDIX 3 - LOBBYING RESTRICTIONS CONTRACT COMPLIANCE PACKAGE

APPENDIX 4 - CONSULTING AGREEMENT AFFIDAVIT NOTIFICATION TO BIDDER'S FORM

APPENDIX 5 - CONTRACT COMPLIANCE PACKAGE

APPENDIX 6 - SEEC-11

APPENDIX 1

PART II PSA - MANDATORY TERMS AND CONDITIONS

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

A. CONTRACTOR OBLIGATIONS

1. **Credits and Rights in Data.**
   (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.
   (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.
2. **Organizational Information, Conflict of Interest, IRS Form 990.** Annually during the term of the contract, the Contractor shall submit to the Department the following:
   (a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, 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.
3. **Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.
4. **Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
5. **Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
6. **Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.
7. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions"

between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

(a) real estate sales or leases;
(b) leases for equipment, vehicles or household furnishings;
(c) mortgages, loans and working capital loans; and
(d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.

8. **Lobbying.** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.
9. **Suspension or Debarment.**
   (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
      (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
      (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
      (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
      (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
   (b) Any change in the above status shall be immediately reported to the Department.
10. **Liaison.** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.
11. **Subcontracts.** For purposes of this 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 program. The subcontractor's identity, services to be rendered and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this 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 this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.
12. **Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.
13. **Indemnification.**
   (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
      (1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
      (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all 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 this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

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

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

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

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

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

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

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

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

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

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

19. Record Keeping and Access. The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall

retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

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

21. Litigation.

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

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

B. 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 (30) 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 (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor.

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

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

(2) temporarily or permanently discontinue services under the contract;

(3) require that unexpended funds be returned to the Department;

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

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

(6) terminate this contract;

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

(8) any combination of the above actions.

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

(c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the

Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) 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 (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

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

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

5. **Cancellation and Recoupment.**

(a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice 30 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 (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) 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 (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

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

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

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

7. **Termination.** All notices of termination as defined in the subsections below shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 30 days prior to the specified date of termination.

a. ***Termination for Convenience:***

i. The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.

ii. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

b. ***Termination for Financial Instability:***

i. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract.

ii. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.

iii. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.

c. *Procedure for Termination:*

In addition to the requirements set forth above, upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

i. Stop work under the contract on the date and to the extent specified in the Notice of Termination.

ii. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.

iii. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

iv. Be entitled to payment for services rendered through the effective date of termination.

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

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

10. **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 (90) 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 (45) business days from the date the Department receives such requested documentation.

C. STATUTORY AND REGULATORY COMPLIANCE

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

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

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

(c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 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 C.F.R. § 160.103; *and*

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 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 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Business Associate" shall mean the Contractor.

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

(3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(4) "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 160.202.

(10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(h) Obligations and Activities of Business Associates.

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

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

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

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

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

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

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 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 C.F.R. § 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 C.F.R. § 164.528.

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

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

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions

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

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

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 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 C.F.R. § 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 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all 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 this Section.

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

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

(B) Immediately terminate the Contract if Business Associate has breached a material term of this 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 this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

(m) Miscellaneous Provisions.

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

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

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

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

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

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

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

2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs 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 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

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

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

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

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

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

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

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

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

(a) Every Contract to which the state or any political subdivision of the state other 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 this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

(1) who are active in the daily affairs of the enterprise;

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

(3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 49-60g.

(c) For the purposes of this section, “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory

requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 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 this 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 Conn. Gen. Stat. § 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.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
9. **Campaign Contribution Restrictions.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.
10. **Non-smoking.** If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

11. **Executive Orders.**

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

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

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

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

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

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

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

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

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

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

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

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

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. 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 section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

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

APPENDIX 2 - PROCUREMENT AGREEMENT SIGNATORY ACCEPTANCE

PROCUREMENT AND CONTRACTUAL AGREEMENTS

Signatory Acceptance

The terms and conditions contained in this Request for Proposal constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resulting 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' "**Style Guide Consultant Request for Proposals"**.

_____

Signature

_____ _____

Title Date

APPENDIX 3 - LOBBYING RESTRICTIONS

CERTIFICATION REGARDING LOBBYING

Contractor:_____

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

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

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

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

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

_____ _____

Signature Typed Name and Title

_____ _____

FIRM/ORGANIZATION DATE

APPENDIX 4 - 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 Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or 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 Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

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

This affidavit must be amended if 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 Connecticut General Statutes § 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 _____, 20___.

Commissioner of the Superior Court or Notary Public

APPENDIX - 5

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

CONTRACT COMPLIANCE PACKAGE

May 2009

CONTENTS

I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

II. BIDDER'S PACKET

- The following forms are **MANDATORY** and must be completed and returned to this agency with the response to the Request for Proposal or the Grant Application.

  1. Notification to Bidders Form
  2. Bidder Contract Compliance Monitoring Report

- Definitions and descriptions to assist in completing the Bidder Contract Compliance Monitoring Report

III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

- Non-Discrimination and Affirmative Action Provisions in State Contracts, C.G.S. Section 4a-60 through 4a-60a
- Department of Administrative Services, C.G.S. Section 4a-60g through 4a-60j
- Department of Economic and Community Development, C.G.S. Section 32-9n
- Commission on Human Rights and Opportunities, C.G.S. Sections 46a-56 and 46a-68
- Commission on Human Rights and Opportunities Administrative Regulations Sections 46a-68j-21 through 46a-68j-43 and Sections 46a-68k-1 through 46a-68k-8.

I.

CONTRACTOR/GRANTEE
CONTRACT COMPLIANCE REQUIREMENTS

OFFICE OF POLICY AND MANAGEMENT

CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", 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; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information (see Section **II**. Bidder's Packet) is provided with forms (and instructions) that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

PLEASE NOTE: *If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation.*

II.

BIDDER'S PACKET

OFFICE OF POLICY AND MANAGEMENT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Sec tion 46a-68j-21(11) of the Contract Compliance Regulations.

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

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", 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; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the NOTIFICATION TO BIDDERS. (Please print name under signature line)

Signature: _____

_____

Title: _____ Date: _____

_____

On behalf of:

Vendor Name: _____

Street Address: _____

City, State, Zip: _____

Federal Employee Identification Number (FEIN/SSN)

_____

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", 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; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number_____ Or Social Security Number_____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)

III.

PERTINENT STATUTES AND REGULATIONS

OF THE

STATE OF CONNECTICUT

CONNECTICUT GENERAL STATUTES

*Current through Gen. St., Rev. to 1-1-09***

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS	
Statute Hyperlink	**Description**
§ 4a-60.	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
§ 4a-60a.	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
DEPARTMENT OF ADMINISTRATIVE SERVICES	
Statute Hyperlink	**Description**
§ 4a-60g	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
§ 4a-60h	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
§4a-60i	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
§4a-60j	(Formerly § 32-9h) Time for payment of contractors.
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT	
Statute Hyperlink	**Description**
§32-9n	Office of Small Business Affairs.
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES	
Statute Hyperlink	**Description**
§ 46a-56	Commission duties.
§ 46a-68c	Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation.

*** There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.*

Statute Hyperlink	Description
§ 46a-68d	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
§ 46a-68e	Contractors and subcontractors required to file compliance reports.
§ 46a-68f.	Compliance reports to include labor union practices.
§ 46a-68g.	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
§ 46a-68h.	Hearing re: noncompliance.
§ 46a-68i.	Right of appeal.
§ 46a-68j	Regulations.

and

REGULATIONS OF CONNECTICUT STATE AGENCIES

TITLE 46A. HUMAN RIGHTS
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE

§ 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

For an electronic version of these regulations go to:
http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr=|#46078

***** There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.***

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences

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

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

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

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

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

Component VII. Attachments:

The following links are samples of forms, notices, and letters as referenced in:

PART ONE- SECTION TWO SCOPE OF WORK AND WORKPLAN MANAGEMENT
B. RESPONDENT REQUIREMENTS 1. Approach:

Program: Temporary Assistance for Needy Families (TANF)

Jobs First Program

Jobs First Approval Letter

Program: HUSKY A Health Insurance (Medicaid for children and families)

Husky Application and Renewal Form

Husky A Medical Plans Letter

Program: Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamps)

SNAP

SNAP Eligibility Letter

The following links are generic to the three programs referenced in Component VII. Samples and in this RFP:

Hearing Request Form

Verification We Need

Application

Redetermination

The following link is the Cost Proposal Form as referenced in PART TWO BUSINESS PROPOSAL B. Business Cost Section

Cost Proposal Form