**Addendum 1**

State of Connecticut Department of Social Services

Teen Pregnancy Prevention Initiative
Request for Proposals

Bid Number DSS_Teen Pregnancy Prevention_RFP_121708

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The State of Connecticut Department of Social Services is issuing Addendum 1 to the Teen Pregnancy Prevention Request for Proposals (RFP). Addendum 1 contains the following sections:

Section 1 – Correction to Business Cost Section

Section 2 – Revised Procurement Schedule

Section 3 - Responses to questions submitted regarding this RFP

## Section 1 – Correction to Business Cost Section:

Correction to Section IV.D.2.c Start-up Costs (page 43) is amended as follows:

The Department shall provide up to $25,000 per program model for start-up costs for the period April 1, 2009 through June 30, 2009. However, while two proposals are required for Bidders interested in implementing Comprehensive Program Models (Bidders that propose to implement a Comprehensive model must also submit a separate proposal that implements a Service Learning model in the same proposed community), **only one $25k start-up grant will be issued to the resultant contractor regardless of which program model is funded.**

To submit a responsive proposal, **THE BIDDER SHALL** propose budgets for the periods identified below using the Budget Summary in Appendix 11. A non-PDF version of the budget template is available upon request by emailing susan.gajda@ct.gov.

- April 1, 2009 – June 30, 2009 (start-up costs up to $25k)
- July 1, 2009 – June 30, 2010*****
- July 1, 2010 – June 30, 2011*****
- July 1, 2011 – June 30, 2012*****

*****Comprehensive Program Model budget up to $267,800 for each year or a Service Learning Program Model budget up to $71,800 for each year.

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**Section 2 – Revised Procurement Schedule:**

| Milestones | Expected End Date | Revised End Date |
|---|---|---|
| Recommendations to Commissioners | TBD | March 20, 2009 ***(anticipated)*** |
| Announcement of awards for contract negotiation | TBD | March 24, 2009 ***(anticipated)*** |
| Contract negotiations end/contract execution | TBD | March 31, 2009 ***(anticipated)*** |

**Section 3 – Responses:**

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

1. Question: Will the budget for year one total $96,800? ($71,800 annual plus $25,000 start-up)

   **Response: Yes.**

2. Question: Are there any limitations regarding how the start-up money can be used?

   **Response: Yes, the money must only be used for the development and implementation of the proposed program. Specifically, the money is not to be used for any retroactive payments resulting from any other program, whether related to similar subject matter or not.**

3. Question: Given the limited funding, is one full-time equivalent employee acceptable to fulfill the functions of classroom facilitator and community service coordinator?

   **Response: Yes.**

4. Question: Who in West Haven, CT is currently receiving these funds?

**Response: There is currently no DSS funded program in West Haven.**

5. Question: Who has submitted a LOI for West Haven, CT?

**Response: The following agencies submitted a Letter of Intent (LOI) by 3:00 pm eastern standard time on January 6, 2009:**

**Windham Regional Community Council, Inc.**
**Greater Bridgeport Adolescent Pregnancy Program, Inc.**
**West Haven Community House Association, Inc.**
**Coordinating Council for Children in Crisis, Inc.**
**Uncas Health District**
**United Services, Inc.**
**City of Norwich/Norwich Youth and Family Services**
**Child and Family Agency**
**Town of East Hartford**

6. Question: Matching funds are not required for the Service Learning Model. Is it possible to add additional funds to supplement the program, but still only serve the 50 youths required? In other words, could a Bidder submit a budget of $81,800, for example, with $71,800 from DSS and $10,000 from other sources, but still serve 50 youths?

**Response: No, the budget submitted must identify how the 50 youth are going to be served with the $71,800 DSS grant only. If an additional $10k is available to enhance the work, then please expound on the details of said funds in the narrative budget section.**

7. Question: In the Budget Cost Section of the application, bidders are expected to identify the total funds expended for each year of the contract.

   a) For total funds from April 1, 2009 to March 31, 2010, would that include the $267,800 or $71,800 for the Program Model AND the $25,000 Start Up funding even though it is only a 12 month time period, not a 3-month Start Up and 12-month program implementation?

   b) For total funds from April 1, 2011 – June 2012, would that only include the $267,800 or $71,800 for the Program Model even though that is a 15 month time period?

**Response: Please see Correction to Business Cost Section above.**

8. Question: The Comprehensive Model Section is designed for ages 10 to 18. Is it permissible for a Bidder to apply to serve only a portion of that age range, i.e. youth 15-18 or 13-18?

   **Response: No, the fidelity of the comprehensive model must be upheld. Accordingly, the program is designed to serve children beginning at age 10 to age 18 and any proposal to serve only a subset of that group will be considered unresponsive to the RFP.**

9. Question: The TOP Changing Scenes curricula are divided into four different age groups: 12-13 year olds, 14 year olds, 15-16 year olds, and 17 year olds. Is it permissible for a Bidder to group youth by grades rather than ages? For example, could a Bidder establish a 9th grade program in which most, but not all of the youth would be exactly 14 years old? (i.e. a student who was held back in a prior grade is now 15, or a child with a late birthday who would begin as a 13 year old)

   **Response: Yes, these are general guidelines. Accordingly, you must purchase the curriculum and then decide which of the sections is best suited to the population you wish to serve.**

10. Question: $25,000 per program model will be granted to the resultant contractors for the Start Up period. Can a Bidder request less than the full $25,000 if the full amount is not needed?

    **Response: Yes.**

11. Question: Do we need to submit a detailed start up budget with the proposal before February 18, 2009?

    **Response: An entire budget packet, including use of the start-up funds is due by 3:00 pm eastern standard time on February 18, 2009 as part of the entire proposal. The budget packet is not to be submitted separately or before February 18, 2009, unless accompanying the entire proposal packet.**

12. Question: Can qualified volunteers be considered as a match for the comprehensive programming?

**Response: No, the source and commitment of actual cash matching funds must be clearly identified in proposals.**

13. Question: Is it $25k for both comprehensive and social learning model?

    **Response: $25k start-up funds are available for each program model. While two proposals are required for providers interested in implementing comprehensive program models, only one $25k start-up grant will be issued to the resultant contractor regardless of which model is funded.**

14. Question: What is the State's latest definition of "capital equipment?"

    **Response: Equipment with an acquisition cost of $1,000 or greater and having a useful multi-year life.**

15. Question: Will there be any official "results-based accountability" or formal evaluation of these TPP programs?

    **Response: Yes, the independent contractor Philliber Research Associates evaluates the teen pregnancy programs annually.**

16. Question: If need be, can DSS facilitate multiple site trainings for the curriculum-based programs?

    **Response: DSS will determine training locations based on need and resources.**

17. Question: Does DSS anticipate having TPP contracts signed by April 1, 2009?

    **Response: The TPP Procurement Schedule in the RFP identifies the expectant date to commence the TPP Initiative by April 1, 2009; however, the Department reserves the right to adjust the schedule, as needed.**

18. Question: Can DSS provide a list of all agencies/organizations that have submitted a letter of intent?

    **Response: Please see response to Question 5 above.**

**Addendum 1**

State of Connecticut Department of Social Services

Teen Pregnancy Prevention Initiative
Request for Proposals

Bid Number DSS_Teen Pregnancy Prevention_RFP_121708

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Date Issued: January 14, 2009

Approved: Susan A. Gajda
Susan A. Gajda

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

| This Addendum must be signed and returned with your submission. | |
|---|---|
| _____ | _____ |
| Authorized Signer | Name of Company |

State of Connecticut
Department of Social Services

# TEEN PREGNANCY PREVENTION INITIATIVE

# REQUEST FOR PROPOSALS

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

# TEEN PREGNANCY PREVENTION

Request for Proposals

The State of Connecticut, Department of Social Services (Department) is requesting proposals from not-for-profit organizations or municipalities qualified to implement a Teen Pregnancy Prevention Program in a specified community utilizing a specified model. To be qualified, not-for-profit organizations and municipalities are required to have a minimum of five years of demonstrated direct service experience in providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. The Department will not review proposals received from not-for-profit organizations and municipalities that do not meet the qualification requirements. Not-for-profit organizations or municipalities that have only acted as fiduciary agents or funding "pass through" agencies do not meet the five years of demonstrated direct service experience requirement.

The Department will only accept and evaluate proposals that serve one or more of the following communities: Bridgeport, East Hartford, Killingly, New London, Norwich, Torrington, West Haven, or Windham, ***and;*** implement at least one of the following teen pregnancy prevention models: Comprehensive model or Service Learning model. Bidders must submit a complete and separate proposal for each teen pregnancy prevention program model it chooses to implement however, Bidders that propose to implement a Comprehensive model must also submit a separate proposal that implements a Service Learning model in the same proposed community.

The resultant contract period will be April 1, 2009 to June 30, 2012, with the option for two one-year extensions at the discretion of the Department.

The Department intends on funding up to eight resultant contracts, (three Comprehensive models, and five Service Learning models) to serve each of the eight specified communities. Total funding through this procurement shall not exceed $5,812,000. Matching funds of at least 10% per program year are required for implementation of a Comprehensive model.

Interested Bidders must submit a mandatory Letter of Intent to the Department no later than 3:00 p.m. eastern standard time on January 6, 2009. Failure to submit the mandatory Letter of Intent in a timely manner will preclude the Bidder from further consideration. Proposals must be received at the Department no later than 3:00 p.m. eastern standard time on February 18, 2009. Proposals received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Those proposals that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which the proposals shall be destroyed. All proposals must be in sealed envelopes or sealed boxes clearly identified as "Teen Pregnancy Prevention Initiative RFP."

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

Susan A. Gajda
State of Connecticut Department of Social Services
Contract Administration – Procurement Unit
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5661
Fax: 860-424-5800
E-mail: susan.gajda@ct.gov

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

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## Abbreviations, Acronyms, and Definitions

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

1. Addendum - An addition to a completed written document.

2. Children's Aid Society-Carrera Program - A rigorous comprehensive model reducing the actual incidence of teen pregnancy, demonstrated to last for as long as three years, far longer than any other evaluated program.

3. Indigent youths - Middle school and high school-aged boys and girls within the eight specified Connecticut communities with the highest incidence of births to teenagers.

4. Matching funds – Bidders seeking to implement a Comprehensive program model must provide evidence of matching funds at a minimum of 10% ($26,780) per program year. The source and amount of these funds must be documented in the bidder's proposal.

5. Participants – Children and parents who participate in either a comprehensive or a service learning teen pregnancy prevention program model.

6. Reach for Health (RFH) – A teen pregnancy prevention service learning model program that leads to the reduction of both sexual initiation and sexual activity among middle school youth two years after participants completed the program.

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

8. Resultant contractor - A successful Bidder that is awarded the right to negotiate a contract with the Department.

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

10. Subcontractor - An entity providing direct program services on behalf of a resultant contractor.

11. Teen Outreach Program (TOP) – A broad-based primary teen pregnancy prevention service learning model program effective with widely diverse youth populations, it is high-risk youth whom stand to reap the greatest benefits from this intervention.

12. Teen Pregnancy Prevention Initiative - A comprehensive program involving broad-based partnerships with the community; including schools, local government, clergy, community agencies, private sector, parents and teens, for teens at risk of becoming sexually active.

# SECTION I – OVERVIEW OF THE DEPARTMENT AND THE PROGRAM

## A. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

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

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

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

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

## B. OVERVIEW OF SOCIAL WORK SERVICES UNIT

The mission of the Social Work Services Unit (SWSU) is to make the principles, values, and ethics of the Social Work profession an integral part of the Department and to ensure that all interventions with the Department's clients reflect the best practices of the profession.

The SWSU develops services and methods of service delivery designed to respect the client's right to self-determination, empower, and protect individuals, families, and those who are economically disadvantaged or otherwise vulnerable. SWSU treats those it serves with respect and strives to assist them to realize their full potential and to actively participate in society.

The SWSU is divided into three service delivery areas within the state, with social workers on staff in twelve regional offices and a Central Office that provides direct social work services to eligible state citizens.

Direct Service Social Work Programs include:

- Acquired Brain Injury Waiver
- Community Based Services
- Conservator of Person
- Conservator of Estate
- Family Support Grant
- Guaranteed Security Deposit
- Individual Services
- Long Term Care Investigations
- Personal Care Assistance Waiver
- Protective Services for the Elderly

The SWSU also has the responsibility for administering grant and contract programs through vendor services.

Statewide Programs (vendor services) include:

- Domestic Violence Shelters and Services
- Teen Pregnancy Prevention Program
- Eviction and Foreclosure Prevention Program
- Family Crisis Services Program
- Family Planning Program
- Disabilities Services Programs and Activities

The Connecticut Council for Persons with Disabilities advises the Department as it carries out its role as the lead agency for services for persons with disabilities and as the coordinator of the delivery of such services by all State agencies C.G.S. §17b-606(b). For member recruitment information, select the following link:
www.ct.gov/dss/cwp/view.asp?a=2353&q=389852

## C. OVERVIEW OF THE TEEN PREGNANCY PREVENTION PROGRAM

1. Background Information

The Department is committed to promoting the healthy development of all children and adolescents residing in Connecticut. Research has shown that early childbearing has significant social, health, economic, and psychological costs for young parents and their children. More than 80% of teenage mothers and their children end up living

in poverty. School dropout, low birth weight and premature babies, child abuse and neglect, childhood health problems and single parent families are often associated with teen pregnancy.

Connecticut's teen birth rate has declined by 27% over the last ten years, a rate of decline quite similar to the national average at 26%. The state's teen birth rate, however, has been much slower to decline among certain subgroups, falling only 12% among eighteen and nineteen year olds, and in some individual towns and cities, the percentage of births to teens has actually *increased* over the last several years (Richter, 2005).

Research has shown that with strong support, education, career preparation, work opportunities, health education, counseling and medical care, adolescents can be helped to delay parenthood until they are prepared emotionally and financially to support and raise a family.

The link between teenage parenthood and poverty is well documented (Maynard, 1996). It is in the interest of the State of Connecticut, the Department and the families served by the Department to take an active role in preventing early parenthood. Substantive research in the last ten years has identified effective teen pregnancy prevention program models for teen pregnancy prevention. At the same time, research has also revealed approaches to teen pregnancy prevention that do *not* work (Kirby, 2004). The Department is committed to targeting limited public resources to fund proven teen pregnancy prevention models in those communities with the highest incidence of births to teenagers. (Richter, 2004)

In the 2004 report, *Emerging Answers: Research Findings on Programs to Reduce Teen Pregnancy*, nationally known researcher Douglas Kirby analyzed evaluation data from a variety of teen pregnancy prevention models utilized throughout the United States (Kirby, 2004). Kirby presented a review of the scientific literature about teen pregnancy prevention strategies that had been properly evaluated to determine which strategies were effective and which simply didn't work. One model stood out above the others and was cited in particular for its positive effects over a long period of time: the comprehensive *Children's Aid Society-Carrera Program*. The evaluation, which included random assignment, multiple sites, and a large sample size, was the most rigorous ever conducted on a teen pregnancy prevention program. Positive effects, most notably, reducing the actual incidence of teen pregnancy, demonstrated to last for as long as three years, far longer than any other evaluated teen pregnancy prevention program.

Evaluation of a second teen pregnancy prevention model, *Service Learning Programs*, while more modest in scope and shorter-term than the comprehensive Children's Aid Society-Carrera Program model, yielded strong evidence of actual reduction of teen pregnancy rates while the youth are involved in the Service Learning programs. The *Teen Outreach Program* and *Reach for Health Program* utilize a Service Learning model that involves youth in their communities and provides structured time and opportunities for discussion and reflection. Allen and

Philliber (2001) note that while the *Teen Outreach Program* is typically a broad-based primary prevention program that has been effective with widely diverse youth populations, it is high-risk youth who stand to reap the greatest benefits from this intervention. O'Donnell, et al (2001) report that use of the *Reach for Health Program* led to reductions in both sexual initiation and sexual activity among middle school youth two years after participants completed the program.

2. Teen Pregnancy Prevention Program Model Descriptions

a) Comprehensive Model - (Children's Aid Society-Carrera Program Model)

Developed in the 1980s at the Children's Aid Society (Harlem, New York) by Dr. Michael Carrera, this comprehensive, holistic, intensive, long-term approach to teen pregnancy prevention serves boys and girls from high-risk neighborhoods, ages ten to eighteen. Youth enroll in the Comprehensive model at the beginning of middle school and remain until graduation from high school. Programming occurs five days a week after school and throughout the summer.

Underlying the Comprehensive model is a philosophy that creates a "parallel family" structure, providing ongoing, long-term support, encouragement, opportunities, and skill development with an eye towards building a productive future.

According to Dr. Carrera, the key to motivating young people to avoid early parenthood is to offer "concrete and hopeful alternatives such as decent employment, a bank account, and improvement in school, a place in college, or a meaningful career or vocational track. These are the elements that produce desirable outcomes in young people and reduce teen pregnancy, teen violence, and teen substance abuse" (Carrera, 2005).

Consequently, the emphasis is on helping participants succeed in school; learn about and prepare for the world of work; abstain from sexual activity, while gaining the knowledge, understanding, and motivation to be sexually responsible and protected should they become sexually active. Parents and families of the participants are viewed as partners, and are supported by the staff in the shared goal of helping young people succeed. Participants' health and mental health needs are addressed through either direct services or a case-management approach. The Comprehensive model includes self-expression and self-esteem building through the arts as well as lifelong individual sports that emphasize and teach self-discipline. A qualified, expert, and dedicated staff is essential to successful implementation of the Comprehensive model. Ideally, a teen pregnancy prevention program utilizing the Comprehensive model is neighborhood-based, located in one safe and accessible facility that can accommodate all participants simultaneously as well as the varied nature of Comprehensive model activities.

Comprehensive Model Components:

(1) Education - The relationship between school failure and early parenthood is well documented. Consequently, the Education Component is critical to the success of the Comprehensive model. This component includes but is not limited to: individual academic assessments and plans; homework help; tutoring; regular communication with appropriate school personnel; report card monitoring; assistance with college searches, PSAT/SAT preparation, applications, financial aid.

(2) Employment/Career - This component exposes participants to the world of work, including career exploration and employment opportunities. Age-appropriate activities occur on a weekly basis through Job Club, conducted by qualified teen pregnancy prevention program staff. Program participants are paid stipends for Job Club activities. A portion of earnings should be deposited in individual bank accounts, which should be set up through arrangements with a local bank. The employment component may include entrepreneurial activities, facilitation of summer employment, job site field trips, and role model guest speakers.

(3) Family Life and Sex Education - Age appropriate, weekly, curriculum-based family life and sex education classes are conducted by qualified staff, typically in semester-length cycles. Groups are separated by age and developmental stage, and participants' progress to the next level as they mature. Abstinence is emphasized. However, information and counseling on pregnancy prevention and safe sex is stressed if and when participants become sexually active. Curriculum content includes, but is not limited to: discussion of sexual anatomy, reproduction, contraception, HIV/AIDS, sexually transmitted diseases, healthy relationships, gender roles, and body image.

(4) Self-Expression through the Arts - In this component, Program participants are provided opportunities for self-expression and self-esteem enhancement through activities related to the arts. Activities may include performing arts (theatre, dance, music), visual arts (crafts, fine arts, photography, film/video projects), writing and poetry, culinary arts and others. Involvement in a variety of arts experiences facilitates exploration of themes related to culture, racism, family, values, and gender roles. The Self-Expression component may be taught by professional or amateur artists, theatre and craft specialists.

(5) Health and Mental Health - The health and mental health needs of Program participants affect all aspects of their lives, not only during Program participation, but also in school, at home and in the community. Although the Children's Aid Society-Carrera Model includes direct provision of comprehensive medical, dental and mental health services through the Program, this degree of service is most likely not possible in the Department-funded programs. However, a case-management approach to identifying Program participants' needs, making appropriate referrals and ensuring that care is received is crucial. This approach likely will involve linkages with the Husky program, School-Based Health Centers, Community Health Centers,

Family Planning Clinics, mental health clinics/agencies, and other local providers. Some programs may have qualified mental health professionals, social workers, psychologists, others may establish referral protocols.

(6) Lifetime Individual Sports/Recreation - In this component, Program participants learn skills in a variety of sports that can be practiced on a lifelong basis, such as swimming, golf, tennis, horseback riding, bicycling to name a few. These are all sports that require mastery of specific skills as well as self-discipline and impulse control qualities that are essential in other aspects of life. In addition, Program participants are also provided time to engage in supervised, structured activities and games that require cooperation, physical activity and exercise.

Additional information on the Carrera model of teen pregnancy prevention may be found at the Carrera Adolescent Pregnancy Prevention website: http://stopteenpregnancy.com

b) Service Learning Models -

The Service Learning Model includes two major components:

(1) Volunteer service in the community (such as tutoring, working in nursing homes, public beautification/clean-up activities)

(2) Regular (once or twice weekly) curriculum –based structured group time to prepare for and reflect on the community service projects, as well as address adolescent life issues. Program participants develop relationships with Program staff, and gain a sense of competence and autonomy, experiencing the power of making a difference in other people's lives. Research on the effectiveness of this approach shows an actual reduction in teen pregnancy rates while the youth are involved in the Program. Evaluation data also indicate that Program participants reduce their sexual-risk taking behaviors (Kirby, 2004).

The following two specific Service Learning program model options have been evaluated and shown to be effective:

Option 1 - *Teen Outreach Program* (TOP):

TOP is a positive youth development program, initially established in 1978. TOP has served thousands of youth across dozens of states, and has been described as "the best evidence we have that social programs can prevent teen pregnancy" (Kirby, 1997). TOP was developed as a school-based program that involves youth in volunteer activities within their communities. The volunteer work is linked to a classroom curriculum that touches on a variety of topics ranging from family conflict to human growth and development. This blend of activities allows young people to become "help givers" as opposed to "help receivers," and thereby empowers young people

with an increased sense of autonomy (Allen, et al., 1990). Evaluation data on the effectiveness of TOP have consistently shown a reduction in teen pregnancy and school failure rates when compared to control subjects (Allen, et al, 1997).

TOP is a one-year program targeting boys and girls ages twelve to seventeen. TOP materials are available in English only, or with a Spanish adaptation manual. TOP may be implemented:

i) As an in-school requirement that is part of a core course,
ii) As an in-school elective,
iii) As an after-school program with volunteer participation, or
iv) As a community-based program aimed at providing enrichment for TOP participants.

TOP is designed for either a school year calendar or any consecutive 9-month period. In order to reap the maximum benefits from this Service Learning model approach to teen pregnancy prevention, it is recommended that small groups of 20-25 youth meet at least once or twice per week, led by trained facilitators. Participants perform at least 20 hours of community service per school year. Bidders may choose to target one or more age/developmental groups corresponding to the four levels of the TOP curriculum, *Changing Scenes*.

*Changing Scenes* is divided into developmentally progressive components targeted to four different age groups:

- 12-13 year-olds
- 14 year-olds
- 15-16 year-olds
- 17 year-olds

The TOP curriculum emphasizes healthy decision-making about life options. Topics include values; human growth and development; school issues; relationships; sexuality; dealing with family stress; and issues related to the emotional and social transitions from adolescence to adulthood. In addition, communication and decision-making skills are addressed. Group sessions are interactive and developmentally oriented, and may include use of videos, guest speakers, art projects, journal writing, and role-playing.

The Community service component involves supervised volunteer opportunities arranged in a variety of settings, depending on the individual community needs and a TOP participant's interests. Examples of activities include work as aides in hospitals or nursing homes, participation in walk-a-thons, peer tutoring, outdoor projects, such as neighborhood clean up or beautification work. Volunteer events may be arranged for individual TOP participants, small or large groups, depending on the nature of the activity and/or setting. The service learning experiences are discussed during the regular group meetings, and include: planning and preparing for the volunteer opportunities; exploring issues such as self-confidence, social skills, assertiveness,

self-discipline; and reflecting on their own and others' volunteer experiences. (Allen, 1997)

Classroom discussions are led by trained facilitators. Groups meet one to three times per week. Staffing patterns for the Service Learning model include a classroom facilitator and a community service coordinator. Bidders interested in implementing the Teen Outreach Program model in their community may identify in-kind contributions by local schools and community service organizations. Bidders must provide evidence of community acceptance and support letters of agreement indicating willingness to be an active member of a Community Advisory Steering Committee. The Advisory Steering Committee will convene on a regular basis to plan and develop the local Teen Outreach Program. Committee members will serve as resources, with emphasis on identifying developing community service sites, which are key to the program's success.

Additional information on TOP can be found at www.wymanteens.org. Resultant contractors that propose utilizing TOP in their community will be required to purchase the official curriculum and operations manual from the Wyman Center (www.wymanteens.org) prior to TOP implementation.

Option 2 - *Reach for Health* (RFH):

Originally developed in 1994 at two middle schools in Brooklyn, New York. RFH was specifically developed for African-American and Hispanic youth living in urban areas. As in the TOP described above, RFH combines a classroom component with community service work. This intervention targets seventh and eighth grade male and female middle school students.

Students participate in RFH over the course of two full school years. Students are assigned to a supervised community placement, where they spend approximately three hours per week for 30 weeks. In addition to off-site work, students attend weekly health lessons, 35 lessons for seventh graders and 30 lessons for eighth graders. Weekly sessions are designed for groups of 20-25 boys and girls, and are meant to supplement a traditional health class curriculum. The health curriculum utilized by RFH is titled "Teenage Health Teaching Modules." A trained facilitator and/or educator conduct weekly group meetings. The curriculum focuses on three primary health risks, drug and alcohol use, violence, and sexual behaviors that may lead to pregnancy, sexually transmitted diseases, or HIV infection. During these weekly group sessions, students also share and reflect upon their community service experiences.

Implementation of RFH requires collaboration between middle schools and community service sites. In the original implementation of RFH, a full-time, on-site coordinator was hired to manage activities between school and community sites as well as communication among various agents, including students, parents, school administrators, teachers, field site mentors, and other community site staff. At the

middle school, health teachers delivered the classroom component of RFH. However, RFH may also be offered as an after-school program.

Additional information on Reach for Health may be found at www.socio.com. Resultant contractors that propose utilizing Reach for Health will be required to purchase the official curriculum and operations manual prior to RFH implementation.

3. Program Goals and Available Funding

Through this Request for Proposals (RFP) the Department is seeking proposals from not-for-profit organizations and municipalities qualified to implement Teen Pregnancy Prevention Program services within Bridgeport, East Hartford, Killingly, New London, Norwich, Torrington, West Haven, or Windham, utilizing either a Comprehensive model or a Service Learning model.

a) Program Goals – The goal of the Teen Pregnancy Prevention Initiative is to:

i. Reduce teen pregnancies in Connecticut communities with the highest incidence of births to teens,

ii. Provide indigent youths who are at risk of becoming teen parents with a structured, supportive, safe, after-school environment in which they can acquire the knowledge, skills, and opportunities to succeed in life and avoid early parenting, and

iii. Evaluate and monitor the effectiveness of each teen pregnancy prevention program model.

b) Targeted Communities* – The communities targeted through this procurement are: Bridgeport, East Hartford, Killingly, New London, Norwich, Torrington, West Haven, or Windham.

c) Target Population - Program services shall serve indigent youths (middle school and high school-aged boys and girls) at risk of becoming sexually active and/or pregnant who reside within the targeted communities, each of which has a high incidence of births to teenagers as identified below by the most recent Department of Public Health (DPH) data:

| TOWN | POPULATION | 2002 | 2003 | 2004 | 2005 | 2006 | MEAN |
|---|---|---|---|---|---|---|---|
| 1. Hartford | 121,578 | 18.8 | 18.8 | 20.1 | 17.9 | 18.1 | 18.7 |
| 2. New Britain | 71,538 | 17.4 | 16.2 | 16.0 | 14.6 | 17.7 | 16.4 |
| 3. Windham* | 22,857 | 15.5 | 16.2 | 15.4 | 13.9 | 14.1 | 15.0 |
| 4. Waterbury | 107,271 | 14.7 | 15.3 | 14.5 | 14.9 | 15.0 | 14.9 |
| 5. New London* | 25,671 | 15.3 | 16.3 | 14.0 | 13.8 | 13.8 | 14.6 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6. Bridgeport* | 139,529 | 16.0 | 14.2 | 13.2 | 13.2 | 14.3 | 14.2 |
| 7. New Haven | 123,626 | 15.1 | 13.5 | 13.6 | 13.1 | 13.1 | 13.7 |
| 8. Meriden | 58,244 | 12.9 | 9.8 | 13.7 | 10.7 | 12.6 | 11.9 |
| 9. Killingly* | 16,472 | 11.8 | 10.6 | 13.6 | 8.8 | 7.9 | 10.5 |
| 10. East Hartford* | 49,575 | 10.1 | 10.5 | 10.0 | 10.0 | 11.7 | 10.5 |
| 11. Norwich* | 36,117 | 11.3 | 9.0 | 12.5 | 8.6 | 9.8 | 10.2 |
| 12. Torrington* | 35,202 | 9.4 | 6.6 | 7.7 | 9.0 | 9.8 | 8.5 |
| 13. West Haven* | 63,589 | 7.3 | 8.2 | 8.2 | 7.2 | 7.8 | 7.7 |
| **CONNECTICUT** | | 7.1 | 6.7 | 6.9 | 6.8 | 7.0 | 6.9 |

All data for this analysis by the Family Planning Program, Dept of OB/GYN at the UCHC are provided courtesy of the Connecticut Department of Public Health. * **RFP Targeted Communities**
Town rank indicates how the percentage of births to teens in each community compares with other communities across Connecticut. For more additional trend data across Connecticut, go to www.teenpregnancy-ct.org

d) Available Funding

Comprehensive Model – The Department expects to fund up to three Teen Pregnancy Prevention Programs based on a Comprehensive model for up to $267,800 per year. Each contract for the operation of a Comprehensive model is expected to serve at least 60 youths within any of the eight-targeted communities. Department funds shall cover expenses for 50 youths per each contract for the operation of a Comprehensive model; therefore, Bidders must include a provider match of at least 10% per program year to fund the additional ten youths for each contract for the operation of the Comprehensive model. Additional points shall be awarded to Bidders that demonstrate the capability to serve more than the additional ten youths per each Comprehensive model with matching funds. Bidders must clearly identify the source of matching funds.

Service Learning Model – The Department expects to fund up to five Teen Pregnancy Prevention Programs based on a Service Learning model for up to $71,800 per year. The Service Learning model is expected to serve at least 50 youths within any of the eight-targeted communities. Matching funds are NOT required for implementation of the Service Learning model.

In addition, $25,000.00 per program model will be granted to the resultant contractors for start-up costs for the period of April 1, 2009 through June 30, 2009.

The Department reserves the right to exceed the expected number of awarded Programs based upon the level of available funding and the number of acceptable proposals received.

Program services must be provided directly by the Bidder, with allowable exceptions only for subcontracting specialized services where expert knowledge and ability will enhance the provision of services.

The Department shall favorably consider proposals that maximize use of funding by incorporating existing teen pregnancy prevention programs and services and/or utilizing in-kind or volunteer services. The Department will not fund teen pregnancy prevention programs that duplicate existing programs or services.

## D. BIDDER QUALIFICATIONS

Organizations and any proposed subcontractors for specialized services must have a minimum of five years of demonstrated direct service experience in providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. The Department will not review proposals received from organizations and any proposed subcontractors that have less than five years of demonstrated direct service experience in providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations.

Bidders that propose the use of subcontractors must present the same information about the proposed subcontractors as for Bidders. Use of subcontractors is subject to the approval of the Department.

# SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

## A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

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

Susan A. Gajda
State of Connecticut Department of Social Services
Contract Administration – Procurement Unit
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5661
Fax: 860-424-5800
E-mail: susan.gajda@ct.gov

All questions, comments, proposals, and other communications with the Issuing Office regarding this RFP must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the Teen Pregnancy Prevention Initiative RFP.

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

## B. PROCUREMENT SCHEDULE

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

| Milestones | Expected End Date |
|---|---|
| RFP posting/release | December 17, 2008 |
| Deadline for mandatory Letter of Intent (no later than 3:00 p.m. eastern standard time) | January 6, 2009 |
| Deadline for the submission of written questions (no later than 3:00 p.m. eastern standard time) | January 6, 2009 |
| Posting/release of the Department's official responses to questions (Questions/Answers Addendum) | January 14, 2009 |
| Proposals due (no later than 3:00 p.m. eastern standard time) | February 18, 2009 |
| Recommendations to Commissioners | To be determined |
| Announcement of awards for contract negotiation | To be determined |
| Contract negotiations end/contract execution | To be determined |
| Teen Pregnancy Prevention Initiative commences | April 1, 2009 |

The dates for review of proposals and recommendations to Commissioners, the announcement of awards for contract negotiation, and Contract negotiations end/contract execution shall be determined. Dates shall be posted in an Addendum to this RFP on the State Procurement/Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

## C. MANDATORY LETTER OF INTENT (LOI)

Interested **BIDDERS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of their intent to submit a proposal in response to this RFP. The LOI must identify the communities the Bidder proposes to serve, and model to be implemented. The LOI must be received by the Issuing Office no later than 3:00 p.m. eastern standard time on January 6, 2009. Bidders proposing to implement a Comprehensive model must also submit a separate proposal to implement the Service Learning model in the same community.

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

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

## D. BIDDER'S QUESTIONS

Interested Bidders may submit questions regarding this RFP to the Issuing Office by fax or e-mail directed to the Issuing Office. To be considered, questions regarding this RFP must be received by the Issuing Office no later than 3:00 p.m. eastern standard time on January 6, 2009. The early submission of questions is encouraged. It is solely the Bidder's responsibility to ensure and verify the Department's receipt of questions.

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

The expected posting/release date for the Questions/Answers Addendum is January 14, 2009. It is solely the Bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addenda or official announcements pertaining to this RFP. To submit a responsive proposal, **THE BIDDER SHALL** provide a signed acknowledgment of the receipt of any and all Addenda posted to the State Procurement/Contracting Portal. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the proposal.

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

## E. EVALUATION AND SELECTION

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

## F. CONTRACT EXECUTION

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

## G. BIDDER DEBRIEFING

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

proposals.

## H. RIGHTS RESERVED

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

1. Cancellation - Cancel this procurement at any time before the contract award.

2. Amendment of procurement - Amend this procurement at any time before contract award.

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

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

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

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

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

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

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

9. Onsite visits - Make onsite visits to the operational facilities of Bidders to further evaluate the Bidder's capability to perform the duties required in this RFP.

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

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

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

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

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

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

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

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

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

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

## I. PROPOSAL PRESENTATION EXPENSES

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

## J. PROPOSAL DUE DATE AND TIME

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

## K. ACCEPTANCE OF PROPOSAL CONTENTS

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

## L. BIDDER ASSURANCES

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

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

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

    c) Competition - No attempt has been made or shall be made by the Bidder to induce any person or firm to submit or not submit a proposal for restricting competition.

    d) Prior knowledge - The Bidder has no prior knowledge of RFP contents before actual receipt of this RFP and had no part in RFP development.

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

f) Campaign contribution restrictions - The Bidder certifies receipt of the Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban - SEEC Form 11 (Appendix 10).

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 Bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

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

## M. DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION

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

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

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

## N. AFFIRMATIVE ACTION

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

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

2. The Bidder's success in developing an apprenticeship program complying with C.G.S. §46a-68-1 to 46a-68-17, inclusive.

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

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

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

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

The Department is requesting proposals for Teen Pregnancy Prevention for the expected resultant contract period of April 1, 2009 to June 30, 2012, with the option for two one-year extensions at the discretion of the Department. The resultant contract will be a Purchase of Service (POS).

The expected total funding through this procurement shall not exceed $5,812,000.

The Department expects to fund up to eight resultant contracts with no more than a single Program model in each of the eight specified communities. The Department, however, reserves the right to award more than one Program model per specified community if it is deemed to be in the best interest of the Department.

# SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

## A. GENERAL PROPOSAL REQUIREMENTS

Bidders must adhere to the Department's rules as established in this RFP for proposal consideration, format, and content. The Department requires each Bidder, at a minimum, to clearly describe how the specifications in this RFP shall be met. Proposals must provide evidence of successful experience or competence. The proposal structure requirements and the proposal content requirements are listed below. Bidders must respond to each content requirement that begins with **THE BIDDER SHALL**. Proposals must provide evidence of successful experience or competence.

## B. INSTRUCTIONS FOR PROPOSAL STRUCTURE

1. Delivery Condition - An original (clearly marked) and four exact, legible copies of the proposal must be submitted in clearly identified ("Teen Pregnancy Prevention

Initiative RFP") sealed envelopes or sealed boxes by the stated due date and time. In addition, one exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted, except for those required documents that cannot be converted into electronic format.

2. Proposal Structure - The Department has structured the proposal submission requirements into four distinct parts:

   a) Transmittal Communication, Forms, and Acceptances

   b) Organizational Capability and Structure

   c) Scope of Services

   d) Business Cost Section

3. Proposal Construction -

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

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

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

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

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

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

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

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

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

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

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

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

# SECTION IV - PROPOSAL CONTENTS

## A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

Bidders must respond to each content requirement that begins with **THE BIDDER SHALL**.

1. Transmittal Letter - To submit a responsive proposal, **THE BIDDER SHALL** submit the original proposal (clearly marked) and all copies with a Transmittal Letter signed by an official with the authority to bind the Bidder and limited to no more than two pages, which:

   a) Addresses each of the assurances in Section II.L of this RFP.

   b) Includes the Bidder's Federal Employer Identification Number, if the Bidder is an organization or the Bidder's Social Security Number, if the Bidder is an individual.

   c) Includes the Bidder's full legal name.

   d) Includes the name, title, telephone number, fax number, and email address of the individual with authority to bind the Bidder to sign a resultant contract with the Department of Social Services.

2. Table of Contents (TOC) - To submit a responsive proposal, **THE BIDDER SHALL** provide a TOC for the entire proposal beginning with the Executive Summary including all appendices.

3. Proprietary Declaration - To submit a responsive proposal, **THE BIDDER SHALL** identify any proprietary information, if applicable.

4. Executive Summary - To submit a responsive proposal, **THE BIDDER SHALL** provide a high-level summary limited to two pages that summarizes the content of the

proposal. The Executive Summary must specify the targeted community and identify the proposed Program model to be implemented. In addition, the Executive Summary must reference the Bidder's demonstrated direct service experience of a minimum of five years in providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. If the Bidder is proposing the use of subcontractors for the provision of direct services, the Executive Summary must identify each proposed subcontractor and reference their minimum of five years of demonstrated direct service experience in providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. The Department will not review proposals received from organizations and any proposed subcontractors that have less than five years of demonstrated direct service experience in providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. Failure to include such information in the Executive Summary shall disqualify the Bidder and any proposed subcontractors from further consideration.

5. Addendum Acknowledgement - To submit a responsive proposal, **THE BIDDER SHALL** provide the signed acknowledgement of its receipt of any and all Addenda issued for this RFP. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the proposal.

6. Procurement and Contractual Agreements Signatory Acceptance (Appendix 2) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix 1).

7. Workforce Analysis Form (Appendix 3) - To submit a responsive proposal, **THE BIDDER SHALL** complete the Workforce Analysis Form. This form shall be completed by Bidders with Connecticut worksites.

8. Notification to Bidders Form (Appendix 4 [signed]) - To submit a responsive proposal, **THE BIDDER SHALL** summarize the Bidder's affirmative action plan and the Bidder's affirmative action policy statement. Additionally, to submit a responsive proposal, **THE BIDDER SHALL** address in writing the following five factors, as appropriate, to the Bidder's particular situation. These factors are:

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

   b) Development of Affirmative Action Plan - The Bidder's promise to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place

   c) Apprenticeship Program - The Bidder's success in developing an apprenticeship program complying with C.G.S. §§46a-68-1 to 46a-68-17, inclusive

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

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

9. Smoking Policy (Appendix 5 - signed Statement, if applicable) - If the Bidder is an employer subject to the provisions of C.G.S. §31-40q, to submit a responsive proposal, **THE BIDDER SHALL** agree to provide the Department with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the Bidder is not subject to the provisions of C.G.S. §31-40q before contract approval.

10. Certification Regarding Lobbying (Appendix 6) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed statement to the effect that no funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

    If a Bidder is exempt from the Contract Affidavit/Certification Requirements, the Bidder must state this fact on the affidavits/certifications and return the forms with the proposal.

12. Affirmation of Receipt of State Ethics Laws Summary (Appendix 9) - Pursuant to C.G.S. §§1-101mm and 1-101qq, persons, resultant contractors, subcontractors, consultants, or the duly authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to C.G.S. §1-81b and that key employees of such person, resultant contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. To submit a responsive proposal, **THE BIDDER SHALL** provide a completed and signed Affirmation of Receipt of State Ethics Laws Summary.

13. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix 10) - With regard to a State

contract, as defined in Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

14. Evidence of Qualified Entity - To submit a responsive proposal, **THE BIDDER SHALL** provide written assurance to the Department from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract. Evidence of Qualified Entity provided by the Bidder are not included in section page limitation.

## B. ORGANIZATIONAL CAPABILITY AND STRUCTURE (MAXIMUM THIRTY-FIVE PAGES)

General - Responses to the requirements in this section must describe the background and experience of the Bidder and any proposed subcontractors. The responses must also address details regarding the size and resources of the Bidder and any proposed subcontractors, and their experience relevant to the provision of teen pregnancy prevention services.

A qualified not-for-profit organization or municipality is one that has a minimum of five years of demonstrated direct service experience providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations.

Not-for-profit organizations or municipalities that have only acted as fiduciary agents or funding "pass through" agencies do not meet the five years of demonstrated direct service experience requirement.

1. Organization - To submit a responsive proposal, **THE BIDDER SHALL** include a summary of its overall qualifications to implement a teen pregnancy prevention program implementing at least one of the identified Program models. At a minimum, the summary must include the following specific details regarding the bidding organization and, if applicable, any proposed subcontractors for the direct provision of services:

a) Date of agency establishment, the agency mission at time of establishment, the current agency mission and if the current agency mission is different from the original, a description of the changes in focus that led to the current mission,

b) Agency size, including annual budget, revenues, number and type of personnel,

c) A listing and brief description of other programs operated by the organization,

d) Organizational changes within the last two years, including any reorganization and/or turnover of key personnel, acquired grants for current programs, lost grants, including the reasons for loss of grants,

e) The physical facility that will house the actual Program including:

(1) the address of the facility,

(2) the name and number of a contact person who has access to the facility should the Department wish to visit the site prior to granting awards,

(3) bus route accessibility,

(4) a statement of how the facility is currently used,

(5) description of the surrounding neighborhood,

(6) the number of exits from the facility,

(7) any renovations that are necessary or planned,

(8) problems that have been abated in the last five years including, but not limited to, lead paint, pests, mold, asbestos,

(9) recent photographs of the interior and exterior of the facility.

f) Technological capabilities, challenges, and goals of the bidding organization;

g) Agency experience relevant to the functions to be performed under this contract and a listing and summary of recent contracts (defined as

contracts that are currently or were during the past five years in effect) for similar services;

h) Experience serving culturally and linguistically diverse populations;

i) Experience providing services that are culturally sensitive and appropriate; and

j) A description of the agency's ability to meet the bilingual needs of potential Program participants.

k) Experience serving children touched by multiple service systems, including the child welfare and / or juvenile justice system.

2. Key Personnel and Staff Resources – A responsive proposal must identify key positions that will be responsible for the operation and success of the program and include job descriptions, candidate requirements and if applicable, a resume for proposed key personnel for each proposed key position, including but not limited to the program manager position.

If the key positions identified by the Bidder are not currently established and/or filled, the proposal must include a detailed description and timeline of the steps to be taken to establish and fill the key positions before the anticipated start date of the resultant contract.

The resultant contractor must receive the written approval of the Department for changes in key personnel prior to such changes. The resultant contractor must submit to the Department for its approval the name and credentials of any persons who are proposed to replace existing or previously proposed project management staff, or other key personnel identified by the State. Changes in key personnel must not negatively affect the Department or adversely affect the capability of the resultant contractor to meet any requirement or deliverable set forth in this RFP or the resultant contract.

a) Corporate Project Unit - To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Provide an organizational chart detailing how the staffing for the proposed project fits within the entire structure of the Bidder

(2) Provide the names and titles of proposed key personnel for the project and the hours and percentages of time dedicated to the project

(3) Justify its staffing resources to successfully meet its RFP response requirements in light of any other similar obligations for any other entity

b) Management Plan - To submit a responsive proposal, **THE BIDDER SHALL** provide the following information:

(1) A description of the duties, authority, and responsibilities of each of the key personnel including the number and type of key personnel under their direct supervision

(2) The names of key personnel who are not full-time staff of the Bidder including a complete description of their employment status with the Bidder

(3) The company's organizational structure indicating lines of authority

(4) A description of any other current or planned contractual obligations that might have an influence on the Bidder's ability to perform the work under a resultant contract

c) Project Manager - To submit a responsive proposal, **THE BIDDER SHALL** identify a Project Manager who shall be responsible for:

(1) Implementing and managing the project

(2) The day-to-day oversight of the project

(3) Attending all project meetings at the request of the Department

(4) Responding to the Department's requests for status updates and ad hoc and interim reports

d) Job Descriptions and Resumes - To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Provide job descriptions and candidate requirements for proposed key positions, and if applicable, resumes for key personnel proposed to fill the key positions,

(2) Describe the contract-related experience, credentials, education and training, and work experience required in job descriptions for proposed key positions and in the resumes for key personnel proposed to fill the key positions and include:

i. Experience with Bidder

ii. Education, experience, and training relevant to the services contemplated by this RFP

iii. Names, positions, titles, and telephone numbers of persons able to provide information concerning the persons' experience and competence

Resumes for key personnel proposed to fill the positions are limited to two pages per resume. Job Descriptions and Resumes provided by the Bidder are not included in section page limitation.

e) Job Personnel and Tasks - To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe the relationship between specific personnel for whom resumes have been submitted (or job descriptions for proposed positions) and the specific tasks and assignments proposed to accomplish the Scope of Services and a justification of the individual's function based on the individual's competence including the Bidder's:

i. Procedures to secure and retain professional staff to meet the resultant contract requirements

ii. Method to evaluate personnel performance

3. Corporate Experience -

a) Contracts - To submit a responsive proposal, **THE BIDDER SHALL** describe its experience and success related to the Scope of Services for the Teen Pregnancy Prevention project including the following information concerning the Bidder's experience with other contracts or projects similar to the type of services contemplated by this RFP, whether ongoing or completed.

The Bidder's response to this section must clearly demonstrate that the Bidder has a minimum of five years experience in providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. Failure to demonstrate the minimum experience requirement shall disqualify the Bidder from further consideration. Bidder's Corporate Experience is not included in section page limitation. To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Identify all state agencies and commercial vendors for which the Bidder has engaged in similar or related contract work;

(2) Describe its contracts or the work performed in the past five years for those state agencies or commercial vendors identified above;

(3) Provide a signed release to allow the Department to access any evaluative information including, but not limited to, site reviews

conducted by any state agency or commercial vendor for which the Bidder has performed work in the past five years;

(4) Provide contact information for those projects including name of customer's project officer, title, address, telephone number, fax number, and e-mail address;

(5) Provide information on the contract term including the contract signing date, the project initiation date, the initial scheduled completion date, and the actual completion date;

(6) List all sanctions, fines, penalties, or letters of noncompliance issued against the Bidder by any of the contracting entities listed above during the three years immediately preceding the release date of this RFP (the list shall describe the circumstance eliciting the sanction or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty, or letters of noncompliance; if no sanctions, fines, penalties, or letters of noncompliance were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the Bidder within the three years immediately preceding the date of this RFP must be submitted)

(7) Describe how the Bidder contributed creativity, innovation, and problem-solving expertise to a collaborative relationship with the governmental entity or commercial vendor for selected contracts listed above

b) Bidder References - To submit a responsive proposal, **THE BIDDER SHALL** provide a list of three specific programmatic references for the Bidder and for each proposed subcontractor. References must be persons able to comment on the Bidder's (or subcontractor's) capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. If the Bidder or proposed subcontractor has been a State contractor within the last five years, the proposal must include a State of Connecticut reference. Bidders are strongly encouraged to call or write their planned references to ensure the accuracy of their contact information and their willingness and capability to be a reference. Listed references must include the organization's name, address, current telephone number, and name of a specific contact person. The Department expects to use these references in its evaluation process. Bidder and subcontractor References are not included in section page limitation.

4. Small, Minority, or Women's Business Enterprise - Section 32-9e of the Connecticut General Statutes (C.G.S.) sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five percent of the average totals of all contracts let for each of the three previous fiscal years must be set aside. The Department requires that the

resultant contractor make a good-faith effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective Bidders may obtain a list of firms certified to participate in the Set-Aside program by contacting the State of Connecticut Department of Administrative Services at the DAS Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. During the evaluation process, special consideration will be given to those Bidders who document their use of a certified small business and/or demonstrate the Bidder's commitment to, whenever possible, use a certified small business. To submit a responsive proposal, **THE BIDDER SHALL** describe how it will set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor, or describe why, despite good faith efforts, this requirement may not or can not be met.

## C. SCOPE OF SERVICES (MAXIMUM FIFTY PAGES)

General - Responses for this section must describe the Bidder's capability and competence to perform the requirements specified in this RFP. Bidders that propose the use of subcontractors must present the same information about the proposed subcontractors as for Bidders.

No Rewrites - The Department does not want a rewrite of the RFP requirements, since such a proposal would show a lack of understanding of the project and an inability to provide appropriate levels of support and guidance for the implementation of this type of project.

1. **Program Services** - The resultant contractors shall be required to implement programs that utilize Comprehensive or Service Learning Program Models, which have been proven to be effective. Program services must be provided directly by the resultant contractors, with allowable exceptions only for sub-contracting specialized services where expert knowledge and ability will enhance the provision of services. The Department will not fund programs through this RFP that duplicate existing programs or services.

2. **Targeted Communities** - To submit a responsive proposal, **THE BIDDER SHALL** identify at least one of the eight specified Connecticut communities with the highest incidence of births to teenagers to provide direct teen pregnancy prevention services to indigent youths from multi-racial and multi-ethnic populations.

3. **Work Plan** – The resultant contractors shall provide direct Program services utilizing one of the two Program models identified in this RFP. (Bidders must submit separate proposals for each Program model selected) The Department will only accept and evaluate proposals from Bidders that propose utilizing one (1) or both of the two Program models. Bidders need only respond to the selected Program model they propose to implement.

NOTE: Bidders that propose to implement a Comprehensive model must also submit a separate proposal to implement a Service Learning model in the same community.

a) **Comprehensive Model:** Implementation of a Comprehensive model requires the resultant contractors to provide year-round Program services. Summer programming may differ from the format provided during the school year. Substantive scheduled daily activities, however, are expected to occur throughout the summer months and during school vacations. Program services utilizing a Comprehensive model must serve 50 youth. In addition, the Department is requiring that resultant contractors serve at least 10 additional children through the use of matching funds, the source of which must be clearly identified.

To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Propose a plan to develop and implement a Comprehensive model for the provision of teen pregnancy prevention services that addresses each of the Comprehensive model components identified in Section I. C.2.a.on page 12 of this RFP ***and*** the Comprehensive model design items identified below:

i. Target Population including demographics of the community and the specific participants who will be recruited with a breakdown by age, gender, ethnicity, income, and residence;

ii. Staff Recruitment including hiring, orientation and training, job descriptions for all personnel, and resumes of current agency staff who will be assigned to the Program;

iii. Establishment of cooperative agreements with collaborating entities including letters of agreement from the entities with whom you plan to work for specific components or services;

iv. Recruitment of indigent youths and multi-racial and multi-ethnic populations including details regarding the methodology you intend to use for recruiting the participants, and how you plan to keep the participants involved in the Program once they are enrolled;

v. Transportation including details regarding how participants will get to the Program site in a timely manner and how they will get home at the end of each Program day. Include assurances that transportation arrangements will accommodate attendance during the entire scheduled daily programming hours;

vi. Component Implementation including details regarding specific component staffing, scheduling, frequency, and the duration of the component activities;

vii. The Physical Facility including location in relation to where the participants live and attend school; square footage; total capacity; number and capacity of rooms; how the facility can simultaneously accommodate different component activities and age groups;

viii. Parent Involvement in Program service

ix. School Involvement in Program services

x. Proposed Subcontract Arrangements for specific Comprehensive model components or services;

(2) Identify matching funds – The amount and the source of matching funds to serve, at a minimum, 10 additional youth.

(3) Demonstrate the Bidders ability to serve, at a minimum, 10 additional children with those funds.

b) **Service Learning Model:** Program services utilizing a Service Learning Model option must serve 50 youth.

To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Identify which Service Learning model is being proposed. (*Teen Outreach Program* (TOP) or *Reach for Health (*RFH*)*);

(2) Propose a plan to develop and implement the proposed Service Learning model for the provision of teen pregnancy prevention services that addresses each of the Service Learning model components identified in Section I.C.2.b.on page 12 of this RFP ***and*** each of the following items in the proposed program design:

i. Target Population including demographics of the community and the specific participants who will be recruited with a breakdown by age, gender, race, ethnicity, income, and residence;

ii. Staff Recruitment including hiring, orientation and training, job descriptions for all personnel, and resumes of current agency staff who will be assigned to the Program;

iii. Establishment of cooperative agreements with collaborating entities including letters of agreement from the entities (e.g., schools, community service agencies and potential placement sites) with whom you plan to work. Note: If in-kind contributions by local schools and community service organizations are identified for implementation of TOP, the Bidder shall also submit Letters of Agreement indicating willingness to be an active member of the community Advisory

Steering Committee as further described in Section I. C.2.b. on page 14 of this RFP.

iv. Recruitment of indigent youths and multi-racial and multi-ethnic populations including details regarding the methodology you intend to use for recruiting the participants, and how you plan to keep the participants involved in the Program once they are enrolled;

v. Transportation including details regarding how participants will get to Program or community service sites in a timely manner and how they will get home at the end of each Program day. Include assurances that transportation arrangements will accommodate attendance during the entire scheduled daily programming time slot;

vi. The Physical Facility including location in relation to where the participants live and attend school; square footage; total capacity; number and capacity of rooms; how the facility can simultaneously accommodate different activities and age groups as needed;

vii. Parent Involvement in Program services;

viii. School involvement in Program Services; and

ix. Proposed Subcontract Arrangements for Program services.

4. **Timeline for Implementation** - A responsive proposal must clearly describe a work plan that includes a timeline for program implementation. The timeline must identify each task/action step, start and end dates, and the lead persons responsible for completing the task/action step. The timeline must cover the entire resultant contract period. A start-up period of 60-90 days prior to actually providing program services to indigent youths is acceptable. Start-up activities may include staff hiring, negotiation of subcontracts and/or other collaborative arrangements, recruiting of program participants, and for Service Learning programs, the identification of community service placement sites. To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Clearly describe an implementation plan that, at a minimum, addresses the following program model activities. (Bidders must submit separate proposals for each proposed model)

i. Start up activities including: Staff recruitment, hiring, orientation and training; facility identification and preparation needs; recruitment of indigent youths from multi-racial and multi-ethnic populations; establishment of subcontracts and or cooperative arrangements with collaborating entities.

ii. How and when each program component will be designed and implemented.

iii. How and when parents will be involved.

iv. How and when youth's schools will be involved.

NOTE: The Department will provide basic orientation and training, as well as technical assistance as needed, for contractors implementing each of the program models.

5. **Outcome Measures** - The resultant contractor shall be expected to collect and provide timely reporting of outcome data. The Department shall use this data to monitor, at regular intervals, actual program achievement relative to established measurable program outcomes. The resultant contractor shall be obligated to meet the following measurable program outcomes:

- Participants will not experience pregnancy or early parenting,
- Participants understand risky behaviors and protect themselves from such behaviors, and
- Participants demonstrate regular attendance in school

Proposals must include detailed experience in collecting and reporting data, including but not limited to, using pre and post tests, and frequency of use.

The Department will consider other participant outcomes as proposed by the Bidder.

To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Clearly describe how it will collect and report data, including the utilization of pre and post tests, and the frequency of use that will be used to monitor the resultant contractor's program achievement relative to stated outcomes.

(2) Propose additional outcomes, provide a rational for their selection, and describe what the data collected will support.

6. **Independent Evaluation** – The resultant contractor shall be required to participate in an independent evaluation of their program, funded by the Department. The award of funds will be contingent upon the resultant contractor's agreement to cooperate fully with the evaluator. The Department has retained the services of Philliber Research Associates, Inc. (PRA) of Accord, New York. Dr. Susan Philliber a nationally known evaluator of teen pregnancy prevention programs in the United States heads PRA.

The independent evaluation will address both process and impact, and will involve careful documentation of program activities and specific participant outcomes,

including but not limited to, clear reduction in risky behaviors and pregnancies among program participants. PRA will provide evaluation tools and training. Client and parent satisfaction surveys will be included in the data collection efforts.

The resultant contractor shall be responsible for the administrative task of data collection, and the accurate, timely reporting of the collected data. The resultant contractor will be required to collect data on a regular basis and submit to PRA and/or the Department, as requested, for compilation and analysis. Annual reports on each program will be prepared by PRA and issued to the Department along with individual programs.

To submit a responsive proposal, **THE BIDDER SHALL** clearly demonstrate its willingness and capability to comply and cooperate with the independent evaluation process.

7. **Reporting Requirements** – The resultant contractor shall be expected to report on a quarterly basis in a format to be approved by the Department. These reports shall include, but are not limited to:

- Qualitative and quantitative measures of the program activities;
- Narrative reporting of highlights and accomplishments;
- Documentation of any programmatic challenges and corrective action plans; and
- Results of client and parent satisfaction surveys.

To submit a responsive proposal, **THE BIDDER SHALL** describe its capability to comply with the above referenced reporting requirements.

8. **Technical Assistance** – The Department shall provide programmatic oversight and support including, but not limited to:

- Providing initial orientation and basic training for Comprehensive and Service Learning types of program models
- Monitoring the Contractor's performance and requesting updates as appropriate
- Responding to requests for policy interpretations
- Providing technical assistance to the Contractor as necessary to accomplish the expected outcomes
- Providing a project liaison

To submit a responsive proposal, **THE BIDDER SHALL** propose any additional support the Bidder requires from the Department to perform all project tasks in any resultant contract.

## D. BUSINESS COST SECTION (MAXIMUM TEN PAGES)

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

1. Audited Financial Statements - To submit a responsive proposal, **THE BIDDER SHALL** provide audited financial statements for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the Bidder shall provide comparable statements that will document the financial stability of the Bidder and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements provided by the Bidder are not included in section page limitation.

2. Business Cost Section – Budget appropriations are as follows:

   a) Comprehensive Model – A budget up to $267,800 per program year.

   The Department expects to fund up to three Teen Pregnancy Prevention Programs based on a Comprehensive model for up to $267,800 per year. Each contract for the operation of a Comprehensive model is expected to serve at least 60 youths within any of the eight-targeted communities. Department funds shall cover expenses for 50 youths per each contract for the operation of a Comprehensive model; therefore Bidders must include a provider match of at least 10% per program year to fund the additional ten youths for each contract for the operation of the Comprehensive model. Additional points shall be awarded to Bidders that demonstrate the capability to serve more than the additional ten youths per each Comprehensive model with matching funds. Bidders must clearly identify the source of matching funds.

   b) Service Learning Model – A budget up to $71,800 per program year.

   The Department expects to fund up to five Teen Pregnancy Prevention Programs based on a Service Learning model for up to $71,800 per year. The Service Learning model is expected to serve at least 50 youths within any of the eight-targeted communities. Matching funds are NOT required for implementation of the Service Learning model.

c) Start-up Costs

The Department shall provide an additional $25,000.00 per program model for start-up costs for the period April 1, 2009 through June 30, 2009.

To submit a responsive proposal, **THE BIDDER SHALL** propose a budget that clearly identifies the total funds expended for each year of the resultant contract term (April 1, 2009 – March 31, 2010, April 1, 2010 – March 31, 2011, and April 1, 2011 – June 30, 2012) using the Budget Summary (Appendix 11). A non-PDF version of the budget template is available by emailing susan.gajda@ct.gov

Cost Standards - Budgetary information included in the Bidder's response to this RFP must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. Bidders are advised that a responsive budget must limit annual administration costs to 18% of the total budget over the contract term. The cost standards are available online at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards.

3. Business Cost Narrative - To submit a responsive proposal, **THE BIDDER SHALL** provide a narrative that explains and details the anticipated program costs, including a rationale for each line item included in the budget. The narrative shall include a brief explanation of each staff position, the number of hours worked weekly, number of weeks worked yearly, and hourly rates.

# SECTION V - PROPOSAL EVALUATION

## A. OVERVIEW OF THE EVALUATION OF PROPOSALS

The Department will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. An Evaluation Team has been established to assist the Department in selection of the resultant contractor. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team shall be responsible for submitting a recommendation to the Commissioner of Social Services. The Commissioner of Social Services will notify the selected Bidders that the selected Bidders have been awarded the right to negotiate a contract with the Department for teen pregnancy prevention services.

The evaluation shall be conducted in five phases:

- Phase One - Evaluation of General Proposal Requirements and Structure
- Phase Two - Evaluation of the Organizational Capability and Structure
- Phase Three - Evaluation of the Scope of Services

- Phase Four - Evaluation of the Business Cost Section
- Phase Five - Ranking of the Proposals

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

The purpose of this phase is to determine whether each proposal is adequately responsive to the General Proposal Requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to Bidders 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.

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

Only those proposals passing the General Proposal Requirements review shall be considered in Phase Two. The Department reserves the right to reject any and all proposals.

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

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

## D. PHASE THREE - EVALUATION OF THE SCOPE OF SERVICES

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

## E. PHASE FOUR - EVALUATION OF THE BUSINESS COST SECTION

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

1. Financial Stability and Capability - Audited financial statements shall exhibit an organization's financial stability and capability to provide a Teen Pregnancy Prevention project. All submitted audited information will be review by the Department's Quality Assurance Division and will present its recommendations to the Department's Evaluation Team for scoring purposes.

2. Cost Comparison - (determined by comparing bid price information). The Bidder with the lowest proposed cost shall receive the maximum point's value allowed within this component. The points awarded to other Bidders are equal to the lowest proposed cost divided by the other Bidder's proposed cost multiplied by the maximum points.

3. Cost Reasonableness - (determined by examining the Business Narrative and the relationship between the costs, personnel, and the work plan outlined in this proposal)

## F. PHASE FIVE - RANKING OF THE PROPOSALS

Upon completion of all phases, it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the proposals, the points awarded shall 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 recommendations of the Evaluation Team.

# SECTION VI – APPENDICES

## APPENDIX 1 - MANDATORY TERMS AND CONDITIONS

### A. CLIENT-RELATED SAFEGUARDS

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

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

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

### B. CONTRACTOR OBLIGATIONS

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

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

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

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

2. **Credits and Rights in Data.**

(a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of 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.

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

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

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

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

5. **Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the

fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.

6. **Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of 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.

7. **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.

8. **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.

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

10. **Suspension or Debarment.**

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

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

(2) within a three year period preceding 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.

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

12. **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.

13. **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.

14. **Indemnification.**

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

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

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

(a) The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that 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.

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

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

18. **Reports.** The Contractor shall provide the Department with such statistical, financial and 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.

19. **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.

20. **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.

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

22. **Litigation.**

    (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under 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.

## C. ALTERATIONS, CANCELLATION AND TERMINATION

1. **Contract Revisions and Amendments.**

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

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

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

**2. Contract Reduction.**

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

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

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

(b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (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 ninety (90) 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. **Transition after Termination or Expiration of Contract.** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

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

**9. Mergers and Acquisitions.**

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

(b) At least ninety (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.

## D. STATUTORY AND REGULATORY COMPLIANCE

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

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

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 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 AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

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

Acceptance Statement

On behalf of _____
I,_____ agree to accept the Mandatory Terms and Conditions as set forth in the Department's Teen Pregnancy Prevention Initiative Request for Proposals.

Signature

_____ _____
Title Date

## APPENDIX 3 - WORKFORCE ANALYSIS FORM

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

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

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

Workforce Analysis Form (continued)

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

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

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

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

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

_____ _____

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

## APPENDIX 4 - NOTIFICATION TO BIDDERS FORM

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

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

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

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

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

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

_____ _____

Signature Date

On Behalf of: _____

_____

Organization Name

_____

Address

## APPENDIX 5 - SMOKING POLICY

General Statutes of Connecticut

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

a) As used in this section:

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

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

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

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

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

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

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

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

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

Cited. 24C. 666,672-674.
Subsection (b):
Cited. 224C. 666, 674.

## APPENDIX 6 - CERTIFICATION REGARDING LOBBYING

Contractor:_____

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

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

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

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

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

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

**APPENDIX 7 - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

# STATE OF CONNECTICUT
## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

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

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

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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

# STATE OF CONNECTICUT
## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

| Contribution Date | Name of Contributor | Recipient | Value | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
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**Lawful Campaign Contributions to Candidates for the General Assembly:**

| Contribution Date | Name of Contributor | Recipient | Value | Description |
|---|---|---|---|---|
| | | | | |
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____

Printed Contractor Name **Signature of Authorized Official**

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

_____

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

**For State Agency Use Only**

_____ _____

Awarding State Agency Planning Start Date

_____

Contract Number or Description

OPM Ethics Form 5 Rev. 10-31-07

# STATE OF CONNECTICUT
## CONSULTING AGREEMENT AFFIDAVIT

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

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

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

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

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: _____]
I, the undersigned, hereby swear that I am the chief official of the Bidder or vendor awarded a contract, as described in General Statutes of Connecticut §4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

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

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO
If YES: _____ _____
Name of Former State Agency Termination Date of Employment

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

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

_____ _____
Printed Name (of above) Awarding State Agency

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

_____
**Commissioner of the Superior Court or Notary Public**

OPM Ethics Form 6 Rev. 10-31-07

## APPENDIX 9 - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

# STATE OF CONNECTICUT
## AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

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**INSTRUCTIONS:**

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

**CHECK ONE:**

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

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

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

**IMPORTANT NOTE:**

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

**AFFIRMATION:**

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

## APPENDIX 10 - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

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

Criminal penalties
Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than five years, or $5,000 in fines, or both.

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

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

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

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

## APPENDIX 11 – BUDGET SUMMARY – Teen Pregnancy Prevention

**Bidder Name:** _____ **Amount: $**_____

**Term:** _____

| | Subcategory (a) | Line Item Total (b) | Adjustments (c) | Revised Total (d) |
|---|---|---|---|---|
| **1. UNIT RATE (Shelters Only)** | **N/A** | **N/A** | **N/A** | **N/A** |
| **2. CONTRACTUAL SERVICES** | | | | |
| 2a. Accounting | | | | |
| 2b. Legal | | | | |
| 2c. Independent Audit | | | | |
| 2d. Other Contractual Services | | | | |
| **TOTAL CONTRACTUAL SERVICES** | | | | |
| **3. ADMINISTRATION** | | | | |
| 3a. Admin. Salaries | | | | |
| 3b. Admin. Fringe Benefits | | | | |
| 3c. Admin. Overhead | | | | |
| **TOTAL ADMINISTRATION** | | | | |
| **4. DIRECT PROGRAM STAFF** | | | | |
| 4a. Program Salaries | | | | |
| 4b. Program Fringe Benefits | | | | |
| **TOTAL DIRECT PROGRAM** | | | | |
| **5. OTHER COSTS** | | | | |
| 5a. Program Rent | | | | |
| 5b. Consumable Supplies | | | | |
| 5c. Travel & Transportation | | | | |
| 5d. Utilities | | | | |
| 5e. Repairs & Maintenance | | | | |
| 5f. Insurance | | | | |
| 5g. Food & Related Costs | | | | |
| 5h. Other Project Expenses | | | | |
| **TOTAL OTHER COSTS** | | | | |
| **6. EQUIPMENT** | | | | |
| **7. PROGRAM INCOME** | | | | |
| 7a. Fees | | | | |
| 7b. Other Income | | | | |
| **TOTAL PROGRAM INCOME** | | | | |
| **TOTAL NET PROGRAM COST** (Sum 1-6 minus 7) | | | | |

## APPENDIX 12 – REFERENCES


Allen, J.P., Kuperminc, G.P., Philliber, S. & Herre, K. "Programmatic Prevention of Adolescent Problem Behaviors: The Role of Autonomy, Relatedness, and Volunteer Service in the Teen Outreach Program" (*American Journal of Community Psychology* 22: 617-638) 1994.

Allen, J.P. & Philliber, S. "Who Benefits Most from a Broadly Targeted Prevention Program? Differential Efficacy Across Populations in the Teen Outreach Program" (*Journal of Community Psychology* 29: (6) 637-655) 2001.

Allen, J. P., Philliber, S., Herrling, S. and Kuperminc, G. P., "Preventing Teen Pregnancy and Academic Failure: Experimental Evaluation of a Developmentally-based Approach" (*Child Development* 64: 729-742) 1997.

Carrera, Michael A. (2005). Carrera Adolescent Pregnancy Prevention Program website. Available at: http://stopteenpregnancy.com. New York: Children's Aid Society Carrera Adolescent Pregnancy Prevention Program

Kirby, D. (1997) No *Easy Answers: Research Findings on Programs to Reduce Teen Pregnancy.* Washington, DC: National Campaign to Prevent Teen Pregnancy.

Kirby, D. (2001). *Emerging Answers: Research Findings on Programs to Reduce Teen Pregnancy.* Washington, DC: National Campaign to Prevent Teen Pregnancy.

Maynard, Rebecca A., Ed. (1996). *Kids Having Kids: A Robin Hood Foundation Special Report on the Costs of Adolescent Childbearing*. New York, NY: The Robin Hood Foundation.

O'Donnell, L.O., Stueve, A., O'Donnell, C., Duran, R., San Doval, A., Wilson, R., Haber, D., Perry, E. & Pleck, J.H. "Long-term Reductions in Sexual Initiation and Sexual Activity Among Urban Middle Schoolers in the Reach for Health Service Learning Program" (*Journal of Adolescent Health* 31(1): 93-100) 2002.

Richter, R.S. (2004). *Status Report on Adolescent Childbearing in Connecticut. A Report Prepared for the Connecticut Department of Public Health.* Farmington, CT: University of Connecticut Health Center Family Planning Program.