PROCUREMENT NOTICE

Shaken Baby Syndrome Prevention Program Specialist

Request for Qualifications 11/4/2011

The Children's Trust Fund (CTF), a Division of the State of Connecticut Department of Social Services (the Department) is seeking submissions from individuals qualified to provide program development services to prevent Shaken Baby Syndrome using the Period of Purple Crying program. Program development services will be provided on a full-time basis (40 hours per week) to hospitals throughout Connecticut.

Only individuals that meet or exceed the minimum qualifications set forth in the RFQ are eligible to submit responses. **Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), Connecticut State agencies, and municipalities are ineligible to participate in this procurement.**

The Request for Qualifications is available in electronic format on the State Contracting Portal at **http://das.ct.gov/Director.aspx?Page=12** or from the Department's Official Contact:

Name: Linda Burns, Contract Administration
Address: 25 Sigourney Street, 9th Floor, Hartford, CT 06106
Phone: 860-424-5661
Fax: 860-424-5800
E-Mail: **linda.burns@ct.gov**

The RFQ is also available on the Department's website at **http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=.** A printed copy of the RFQ can be obtained from the Official Contact upon request. Deadline for submission of qualifications is December 19, 2011, 3:00 p.m. Eastern Time.

Persons who are deaf or hearing impaired may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Department's Official Contact at 860-424-5661.

TABLE OF CONTENTS

	Page
Procurement Notice	1
Section I — GENERAL INFORMATION	3
A. Introduction	3
B. Abbreviations / Acronyms / Definitions	3
C. Instructions	4
D. Submission Format	7
E. Evaluation of Submissions	9
Section II — MANDATORY PROVISIONS	11
A. Standard Contract, Parts I and II	11
B. Assurances	11
C. Terms and Conditions	12
D. Rights Reserved to the State	13
E. Statutory and Regulatory Compliance	14
Section III — PROGRAM INFORMATION	16
A. Department Overview	16
B. Program Overview	17
C. Qualification Submission	18
D. Payment Information	19
Section IV — SUBMISSION OUTLINE	20

I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFQ Name or Number.** Shaken Baby Syndrome Prevention Program Specialist Request for Qualifications 11/4/2011

2. **Summary.** The Children's Trust Fund (CTF), a Division of the State of Connecticut Department of Social Services (the Department) is seeking submissions from individuals qualified to provide program development services to prevent Shaken Baby Syndrome using the Period of Purple Crying program. Program development services will be provided on a full-time basis (40 hours per week) to hospitals throughout Connecticut.

3. **Synopsis (Optional).** Only individuals that meet or exceed the minimum qualifications set forth in the RFQ are eligible to submit responses. **Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), Connecticut State agencies, and municipalities are ineligible to participate in this procurement.**

4. **Commodity Codes.** The services that the Department wishes to procure through this RFQ are as follows:

   - 0098: Medical Services or Medical Testing Services
   - 0600: Services (Professional, Support, Consulting and Misc. Services)
   - 1000: Healthcare Services
   - 2000: Community and Social Services
   - 3000: Education and Training Services

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

C.G.S.	Connecticut General Statutes
CT	Connecticut
CTF	Children's Trust Fund
DAS	Department of Administrative Services (CT)
DSS	Department of Social Services (CT)
FOIA	Freedom of Information Act (CT)
LOI	Letter of Intent
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
PSA	Personal Service Agreement
RFQ	Request for Qualifications
SBSP	Shaken Baby Syndrome Prevention
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *contractor:* an individual that enters into a PSA with the Department as a result of this RFQ

- *prospective respondent:* an individual that may submit qualifications to the Department in response to this RFQ, but has not yet done so

- *respondent:* an individual that has submitted qualifications to the Department in response to this RFQ

C. INSTRUCTIONS

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

   Name: Linda Burns, Contract Administration
   Address: 25 Sigourney Street, 9th Floor, Hartford, CT 06106
   Phone: 860-424-5661
   Fax: 860-424-5800
   E-Mail: Linda.burns@ct.gov

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

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

   - Department's RFQ Web Page
     http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=

   - State Contracting Portal
     http://das.ct.gov/Director.aspx?Page=12

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

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

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

   - Total Funding Available: $100,000 in federal funds per year for up to three years
   - Number of Awards: One (1)
   - Contract Cost: Not to exceed $100,000 per year
   - Contract Term: March 1, 2012 to February 28, 2013 with the option of two, one-year extensions exercised at the discretion of the Department

4. **Eligibility.** Only individuals that meet or exceed the minimum qualifications set forth below are eligible to submit responses to this RFQ. **Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations**

or partnerships), Connecticut State agencies, and municipalities are ineligible to participate in this procurement.

5. **Minimum Qualifications of Respondents.** To be eligible to submit a response to this RFQ, a respondent must have the following minimum qualifications.

   a. A Bachelor's, Master's or Doctoral degree in behavioral science (including but not limited to anthropology, psychology, and sociology), education, health education, health services administration, nursing, public administration, public health, or other closely related health or human services field;

   b. A minimum of three years of demonstrated experience in developing presentations, facilitating training, and public speaking in the health and human services field;

   c. A current and valid Connecticut driver's license;

   d. Minimum automobile insurance coverage for Third Party Liability of $50,000/$100,000 and Property Damage Liability of $5,000; and

   e. The willingness and ability to work 40 hours per week, based in the Department's Central Office at 25 Sigourney Street, Hartford, Connecticut, and to travel throughout Connecticut using the respondent's personal vehicle.

   The Department reserves the right to reject the submission of any respondent in default of any current or prior contract.

6. **Procurement Schedule.** See below. Dates after the due date for submissions ("Submissions Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFQ and will be posted on the State Contracting Portal and the Department's RFQ Web Page.

   - RFQ Planning Start Date: March 29, 2011
   - RFQ Released: November 4, 2011
   - Deadline for Questions: November 18, 2011, 3:00 p.m. Eastern Time
   - Letter of Intent Due: November 18, 2011, 3:00 p.m. Eastern Time
   - Answers Released: November 28, 2011
   - Submissions Due: December 19, 2011, 3:00 p.m. Eastern Time
   - (*) Start of Contract: March 1, 2012

7. **Letter of Intent.** Prospective respondents are strongly encouraged, but not required to submit a Letter of Intent (LOI). The LOI is non-binding and does not obligate the sender to submit qualifications. The LOI must be submitted to the Official Contact by U.S. mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, and e-mail address.

8. **Inquiry Procedures.** All questions regarding this RFQ or the Department's procurement process must be submitted to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the requirements of the RFQ or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If this RFQ requires a Letter of Intent, the Department reserves the right to answer questions only from those who have submitted such a letter. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFQ. If any answer to any question constitutes a material change to the RFQ, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all amendments to this RFQ on the State Contracting Portal and on the Department's RFQ Web Page. At its discretion, the Department may distribute any amendments to this RFQ to prospective respondents who submitted a Letter of Intent. **Submissions must include a signed Addendum Acknowledgement, which will be placed at the end of any and all amendments to this RFQ.**

9. **Submission Due Date and Time.** The Official Contact is the **only authorized recipient** of submissions received in response to this RFQ. Submissions must be received by the Official Contact on or before the due date and time:

- Due Date: December 19, 2011
- Time: 3:00 p.m. Eastern Time

Faxed or e-mailed submissions will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the submission due date and time. Respondents should not interpret or otherwise construe receipt of a submission after the due date and time as acceptance of the submission, since the actual receipt of the submission is a clerical function. The Department suggests the respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the submission when the respondent is unable to deliver the submission by courier or in person. When hand-delivering qualifications, respondents should allow extra time to comply with building security procedures. Submissions shall not be considered received by the Department until they are in the hands of the Official Contact or another representative of the Contract Procurement Unit designated by the Official Contact. At the discretion of the Department, late submissions may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

- one (1) original submission;
- four (4) conforming copies of the original submission; and
- two (2) conforming electronic copies (one copy on each of two separate Compact Disks clearly labeled with the Legal Name of the respondent and the RFQ name or number): **Shaken Baby Syndrome Prevention Program Specialist Request for Qualifications 11/4/2011**.

The original submission must carry original signatures and be clearly marked on the cover as "Original." Unsigned submissions may not be evaluated. The original submission and each conforming copy of the submission must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. **The**

electronic copies of the submission must be compatible with *Microsoft Office Word 2003*. For the electronic copies, only the required Appendices and Forms identified in Section IV may be scanned and submitted in Portable Document Format (PDF) or similar file format.

10. **Multiple Submissions.** Multiple submissions are not an option with this procurement.

11. **Declaration of Confidential Information.** Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a respondent deems that certain information required by this RFQ is confidential, the respondent must label such information as CONFIDENTIAL. In Section C of the submission, the respondent must reference where the information labeled CONFIDENTIAL is located in the submission. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the respondent must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the respondent that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

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

■ D. SUBMISSION FORMAT

1. **Required Outline.** All submissions must follow the required outline presented in Section IV - Submission Outline. Submissions that fail to follow the required outline will be deemed non-responsive and not evaluated.

2. **Cover Sheet.** The Cover Sheet is Page 1 of the submission. Respondents must complete and use the Cover Sheet form, which is embedded in this RFQ as a hyperlink.

3. **Table of Contents.** All submissions must include a Table of Contents that conforms with the required submission outline. (See Section IV.)

4. **Executive Summary.** Submissions must include a high-level summary of the submission, not exceeding two (2) pages. The Executive Summary shall include: a) the respondent's minimum of three years of demonstrated experience in developing presentations, facilitating training, and public speaking in the health and human services field; and b) a statement that the respondent agrees to work 40 hours per week, based in the Department's Central Office at 25 Sigourney Street, Hartford, Connecticut, and to

travel throughout Connecticut using the respondent's personal vehicle. Example: "I, [name of respondent] agree to work 40 hours per week, based in the Department's Central Office at 25 Sigourney Street, Hartford, Connecticut, and to travel throughout Connecticut using my personal vehicle."

5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFQ. Failure to abide by these instructions will result in disqualification.

6. **Style Requirements.** The original submission and each of the four (4) conforming copies of the original submission must conform to the following specifications:

Binding Type:	Loose leaf binders with the Legal Name of the respondent and the RFQ Name or Number specified in Section I.A.1 of this RFQ appearing on the outside front cover of each binder
Dividers:	A tab sheet keyed to the table of contents must separate each subsection of the submission; the title of each subsection must appear on the tab sheet
Paper Size:	8½" x 11", "portrait" orientation
Page Limit:	None specified
Print Style:	1-sided
Font Size:	Minimum of 12-point
Font Type:	Arial or Times New Roman
Margins:	The binding edge margin of all pages shall be a minimum of one and one half inches (1½"); all other margins shall be one inch (1")
Line Spacing:	Single-spaced

7. **Pagination.** The respondent's name must be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, must be numbered consecutively in the footer.

8. **Packaging and Labeling Requirements.** All submissions must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the respondent must appear in the upper left corner of the envelope or package. The RFQ Name or Number must be clearly displayed on the envelope or package: **Shaken Baby Syndrome Prevention Program Specialist Request for Qualifications 11/4/2011**.

   Any received submission that does not conform to these packaging or labeling instructions will be opened as general mail. Such a submission may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a submission may be destroyed or retained for pick-up by the submitters.

■ E. EVALUATION OF SUBMISSIONS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. When evaluating submissions, negotiating with the successful respondent, and awarding a contract, the Department will conform with its written procedures for PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

2. **Screening Committee.** The Department will designate a Screening Committee to evaluate qualifications submitted in response to this RFQ. The contents of all submissions, including any confidential information, will be shared with the Screening Committee. Only submissions found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Submissions that fail to comply with all instructions will be rejected without further consideration. Attempts by any respondent (or representative of any respondent) to contact or influence any member of the Screening Committee may result in disqualification of the respondent.

3. **Minimum Submission Requirements.** All submissions must comply with the requirements specified in this RFQ. To be eligible for evaluation, submissions must (a) be received on or before the due date and time; (b) meet the Submission Format requirements; (c) follow the required Submission Outline; and (d) be complete. Submissions that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any submission that deviates significantly from the requirements of this RFQ.

4. **Evaluation Criteria (and Weights).** Submissions meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the submissions. Only the criteria listed below will be used to evaluate submissions. The criteria are weighted according to their relative importance. The weights are confidential.

   - Qualification Submission
   - Appendices

5. **Respondent Selection.** Upon completing its evaluation of submissions, the Screening Committee will submit the rankings of all submissions to the Department head. The final selection of a successful respondent is at the discretion of the Department head. Any respondent selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and respondent selection process.

6. **Debriefing.** After receiving notification from the Department, any respondent may contact the Official Contact and request a Debriefing of the procurement process and its submission. If respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct Debriefing meetings that have been properly requested, within fifteen (15) days of the Department's receipt of a request. The Debriefing meeting must not include or allow any comparisons of any submissions with other submissions, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter, or modify the outcome of a competitive procurement. More detailed information about requesting a Debriefing may be obtained from the Official Contact.

7. **Appeal Process.** Any time after the submission due date, but **not later than thirty (30) days** after the Department notifies respondents about the outcome of a competitive procurement, respondents may submit an Appeal to the Department. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of the Department's competitive procurement; however, such Appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations, or standards concerning competitive procurement or the provisions of the RFQ. Any such Appeal must be submitted to the Agency Head with a copy to the Contract Administrator. The respondent must include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.

8. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board…" More detailed information is available on the State Contracting Standards Board web site at http://www.ct.gov/scsb/site/default.asp.

9. **Contract Execution.** Any contract developed and executed as a result of this RFQ is subject to the Department's contracting procedures, which may include approval by the Department of Administrative Services and Office of the Attorney General.

II. MANDATORY PROVISIONS

A. STANDARD CONTRACT, PARTS I AND II

By submitting qualifications in response to this RFQ, the respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract":

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

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

Note:
Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations.

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

B. ASSURANCES

By submitting qualifications in response to this RFQ, a respondent implicitly gives the following assurances:

1. **Collusion.** The respondent represents and warrants that the respondent did not participate in any part of the RFQ development process and had no knowledge of the specific contents of the RFQ prior to its issuance. The respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the respondent's submission. The respondent also represents and warrants that the submission is in all respects fair and is made without collusion or fraud.

2. **State Officials and Employees.** The respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFQ. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the respondent, contractor, or its agents or employees.

3. **Competitors.** The respondent assures that the submission is not made in connection with any competitor submitting a separate submission in response to this RFQ. No attempt has been made, or will be made, by the respondent to induce any competitor to submit, or not submit, qualifications for the purpose of restricting competition.

4. **Validity of Submission.** The respondent certifies that the submission represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto. The submission shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the submission, by reference or otherwise, into any contract with the successful respondent.

5. **Press Releases.** The respondent agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting qualifications in response to this RFQ, a respondent implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a respondent in preparing, submitting, or clarifying any qualifications submitted in response to this RFQ.

3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.

4. **Changes to Submission.** No additions or changes to the original submission will be allowed after submission. While changes are not permitted, the Department may request and authorize respondents to submit written clarification of their submissions, in a manner or format prescribed by the Department, and at the respondent's expense.

5. **Supplemental Information.** Supplemental information will not be considered after the deadline for submissions, unless specifically requested by the Department. The Department may ask a respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a submission. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of respondents invited to make such a demonstration, interview, or oral presentation.

6. **Presentation of Supporting Evidence.** If requested by the Department, a respondent must be prepared to present evidence of experience, ability, data reporting capabilities, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFQ. At its discretion, the Department may also check or contact any reference provided by the respondent.

7. **RFQ Is Not An Offer.** Neither this RFQ nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs

incurred by the respondent or for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

By submitting qualifications in response to this RFQ, a respondent implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFQ shall ultimately be determined by the Department.

2. **Amending or Canceling RFQ.** The Department reserves the right to amend or cancel this RFQ on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.

3. **No Acceptable Submissions.** In the event that no acceptable qualifications are submitted in response to this RFQ, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.

4. **Award and Rejection of Submissions.** The Department reserves the right to award in part, to reject any and all submissions in whole or in part, for misrepresentation or if the submission limits or modifies any of the terms, conditions, or specifications of this RFQ. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the submission of any respondent who submits qualifications after the submission due date and time.

5. **Sole Property of the State.** All qualifications submitted in response to this RFQ are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ shall be the sole property of the State, unless stated otherwise in this RFQ or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFQ. The Department further reserves the right to contract with one or more respondent for such services.

7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the respondent.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting qualifications in response to this RFQ, the respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their submissions any confidential information. If the respondent indicates that certain documentation, as required by this RFQ, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. **Consulting Agreements, C.G.S. § 4a-81.** Submissions for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall require a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the submission. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The respondent may upload the Consulting Agreement Affidavit (OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services will review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this RFQ as a hyperlink.
IMPORTANT NOTE: A respondent must complete and submit OPM Ethics Form 5 by the due date and time for submissions in response to this RFQ.

4. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a respondent is awarded an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the respondent must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The successful respondent may upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services will review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this RFQ as a hyperlink.
   IMPORTANT NOTE: The successful respondent must complete and submit OPM Ethics Form 1 prior to contract execution.

5. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a respondent is awarded an opportunity to negotiate a contract, the respondent must provide the Department with *written representation* or *documentation* that certifies the respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The successful respondent may upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services will review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this RFQ as a hyperlink.
   IMPORTANT NOTE: The successful respondent must complete and submit the appropriate nondiscrimination certification form prior to contract execution.

III. PROGRAM INFORMATION

A. DEPARTMENT OVERVIEW

The Department of Social Services provides a broad range of services to the elderly, persons with disabilities, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than 90 legislatively authorized programs and one third of the State budget. By statute it is the State agency responsible for administering a number of programs under 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 the purpose of administering the Section 8 program under the federal Housing Act.

The Department is headed by the Commissioner of Social Services and there is a deputy commissioner for programs. There is a regional administrator responsible for each of the three service regions. By statute there is a statewide advisory council to the Commissioner and each region must have a regional advisory council.

The Department administers most of its programs through offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities at 23 offices throughout the State. For the other programs, services are available through 12 offices located in the three regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies including the 156 senior centers throughout Connecticut. The Department has out-stationed employees at hospitals 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 call.

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

Department Mission

The Connecticut Department of Social Services provides a continuum of core services to:

- Meet basic needs of food, shelter, economic support, and health care
- Promote and support the choice to live with dignity in one's own home and community
- Promote and support the achievement of economic viability in the workforce

We gain strength from our diverse environment to promote equal access to all Department programs and services.

Department Vision

The Connecticut Department of Social Services is people working together to support individuals and families to reach their full potential and live better lives. We do this with humanity and integrity.

■ B. PROGRAM OVERVIEW

The Children's Trust Fund (CTF) is a Division of the State of Connecticut Department of Social Services. CTF invests in several major initiatives that help ensure the positive growth and development of children by helping to support and strengthen families – especially those for whom the risk of abuse and neglect is very real. CTF programs reach more than 15,000 families every year.

Shaken Baby Syndrome (SBS) is the term used to describe the many serious and often fatal injuries that result when an infant is violently shaken.

Shaken baby syndrome is caused by a violent whiplash-type motion of the head that causes the brain to rotate within the skull cavity, injuring or destroying brain tissue. At least 1,200 to 1,400 children in the United States are injured or killed by shaking every year. There are more than 12 diagnosed cases of shaken baby syndrome in Connecticut each year – and the actual number of cases is probably even higher.

About 25 percent of shaken babies die as a result of their injuries. Of the children who survive, 80 percent suffer permanent disabilities such as severe brain damage, cerebral palsy, mental retardation, behavioral disorders, and impaired motor and cognitive skills. Eighty-five percent of children who die or are permanently disabled by being shaken are between the ages of birth and one.

Recent research has linked prolonged crying -- especially in the early months of life -- with shaken baby syndrome. Episodes of crying can last for a couple of hours -- and even longer for some babies.

New studies show that it is not enough to simply tell parents not to shake their baby -- the information must get beyond the parents and to the babysitters who are responsible for up to 20 percent of the incidences of shaken baby syndrome.

This is especially important for young people to know. Middle school and high school students have little experience with infants and crying, and yet up to 60 percent of them have babysitting responsibilities for small children.

It takes just one brief moment to shake a baby -- one brief moment for a young person to make a tragic mistake.

Recent research has found that educating caregivers about the dangers of shaking a baby, and how to cope with crying reduces incidences of shaken baby syndrome by about one half.

The Period of Purple Crying is an evidence-based program developed by the National Center on Shaken Baby Syndrome. The program approaches Shaken Baby Syndrome Prevention (SBSP) by helping parents and caregivers understand the frustrating features of crying in normal infants that can lead to shaking or abuse.

The resultant contractor shall perform the following specific activities to promote SBSP within hospitals throughout Connecticut:

1. Identify champions of SBSP in three to five interested hospitals and work with such individuals to overcome barriers to the implementation of the Period of Purple Crying program within the hospitals;

2. Provide training to such hospitals to implement the Period of Purple Crying program;

3. Work within such hospitals and the community to raise funds to support the Period of Purple Crying program and SBSP; and

4. Develop and maintain a Microsoft Office Excel database to collect, compile, and analyze quantitative and qualitative data in order to document, monitor, and evaluate the project activities undertaken and the effect of those activities on the program goal.

■ C. QUALIFICATION SUBMISSION

Only individuals that meet or exceed the minimum qualifications set forth below are eligible to submit responses to this RFQ. **Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), Connecticut State agencies, and municipalities are ineligible to participate in this procurement.**

To be eligible to submit a response to this RFQ, a respondent must have the following minimum qualifications: 1) a Bachelor's, Master's or Doctoral degree in behavioral science (including but not limited to anthropology, psychology, and sociology), education, health education, health services administration, nursing, public administration, public health, nursing, or other closely related health or human services field; 2) a minimum of three (3) years of demonstrated experience in child development surveillance and family support services including technical assistance and training for health care providers and community-based providers in developmental screening and evaluation; 3) a current and valid Connecticut driver's license; 4) minimum automobile insurance coverage for Third Party Liability of $50,000/$100,000 and Property Damage Liability of $5,000; and 5) the willingness and ability to work 40 hours per week, based in the Department's Central Office at 25 Sigourney Street, Hartford, Connecticut, and to travel throughout Connecticut using the respondent's personal vehicle.

The Department reserves the right to reject the submission of any respondent in default of any current or prior contract.

A responsive submission must include the following information about the respondent's qualifications and experience.

1. A copy of the respondent's Bachelor's, Master's or Doctoral degree in behavioral science (including but not limited to anthropology, psychology, and sociology), education, health education, health services administration, nursing, public administration, public health, or other closely related health or human services field, or in the event that the physical degree is not available, certified original transcripts from the respondent's school attesting to the award of said degree, submitted as Appendix 1.

2. A copy of the respondent's current and valid Connecticut driver's license as Appendix 2.

3. A copy of the respondent's automobile insurance policy declarations page as Appendix 3.

4. A description of the respondent's qualifications to perform the program development services required by this RFQ including demonstrated experience in:

    a. Developing presentations, facilitating training, and public speaking in the health and human services field;

b. Facilitating meetings and presentations for health and community-based providers to convey health and human services program information;

c. Designing and implementing community outreach and fundraising efforts;

d. Program implementation;

e. Project management;

f. Data collection, analysis, and report writing;

g. Oral and written communication; and

h. Microsoft Office Word and Excel.

5. A current resume, not exceeding two (2) pages, as Appendix 4. The resume must reflect the respondent's qualifications including related experience and education.

6. Three (3) specific references. References must be persons able to comment on the respondent's qualifications. References must include the organization's name, name of a specific contact person, mailing address, telephone number, and e-mail address. The contact person must be an individual familiar with the respondent's qualifications. If during the past five years the respondent has directly, or indirectly through a subcontract, performed services for or through a contract with the Department, the respondent must include a Department reference. Respondents are strongly encouraged to contact their references to ensure the accuracy of their contact information and their willingness and ability to be references. The Department expects to use these references in its evaluation process.

D. PAYMENT INFORMATION

By submitting qualifications in response to this RFQ, the respondent explicitly agrees to the following payment terms. The resultant contractor shall be compensated biweekly at $40.00 per hour for 40 hours per week, up to a maximum amount of $83,200 per year, plus a maximum amount of $15,000 per year for travel, project materials, and other project-related expenses. All travel, project materials, and other project-related expenses must be approved by the Department in advance in a format required by the Department.

All payments to the contactor shall be contingent upon the Department's receipt and approval of completed W-1270 forms, which shall be provided by the Department, and itemized invoices detailing time spent on contractually-required activities and project-related expenses. Specific terms and conditions pertaining to the payment process shall be set forth in the terms of the PSA.

IV. SUBMISSION OUTLINE

*This section presents the **required** outline that must be followed when submitting qualifications in response to this RFQ. Submissions must include a Table of Contents that exactly conforms with the required submission outline (below). Submissions must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete submissions will not be evaluated.*

Page

A. Cover Sheet **1**

B. Table of Contents **2**

C. Declaration of Confidential Information . . . . . **Etc.**

D. Conflict of Interest - Disclosure Statement . . . . . .

E. Executive Summary . . . . . .

F. Qualification Submission. . . . . . .

1. Description of Qualifications . . . . . .
2. References . . . . . .

G. Appendices . . . . . .

1. Bachelor's Degree . . . . . .
2. Connecticut Driver's License . . . . . .
3. Automobile Insurance Policy Declarations Page . . . . . .
4. Resume . . . . . .

H. Forms . . . . . .

1. Department . . . . . .

a. Certification Regarding Lobbying . . . . . .
b. Addendum Acknowledgement . . . . . .

2. Other . . . . . .

a. Consulting Agreement Affidavit (OPM Ethics Form 5) [1] . . . . .

---

[1] Required when the contract resulting from this RFQ has an anticipated value of $50,000 or more in a calendar or fiscal year. The respondent may upload this affidavit through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division. Said document must be completed and submitted by the due date and time for submissions in response to this RFQ.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to $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 up to $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 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

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

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

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

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

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

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

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

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

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

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