Addendum 2

State of Connecticut
Department of Social Services
Shaken Baby Syndrome Prevention School Project 9/26/2011
Request for Proposals

The State of Connecticut Department of Social Services is issuing Addendum 2 to the Shaken Baby Syndrome Prevention School Project 9/26/2011 Request for Proposals (RFP). In the event of any inconsistency between information provided in the RFQ and information in this addendum, the information in this addendum shall control.

This addendum contains clarification of the following sections of the RFP.

1. **Section I.C.6. Procurement Schedule**
2. **Section I.C.9. Proposal Due Date and Time**

1. Section I.C.6. Procurement Schedule is deleted in its entirety and replaced with the following:

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

   - RFP Planning Start Date: March 29, 2011
   - RFP Released: September 26, 2011
   - Deadline for Questions: October 25, 2011, 3:00 p.m. Eastern Time
   - Answers Released: November 1, 2011
   - Proposals Due: November 15, 2011, 3:00 p.m. Eastern Time
   - (*) Start of Contract: January 1, 2012

2. Section I.C.9. Proposal Due Date and Time is deleted in its entirety and replaced with the following:

   Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be <u>received</u> by the Official Contact on or before the due date and time:

   - Due Date: November 15, 2011
   - Time: 3:00 p.m. Eastern Time

Faxed or e-mailed proposals will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Proposers should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the proposer use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal when the proposer is unable to deliver the proposal by courier or in person. When hand-delivering proposals, proposers should allow extra time to comply with building security procedures. Proposals 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 proposals may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- four (4) conforming copies of the original proposal; and
- two (2) conforming electronic copies of the original proposal (one copy on each of two separate Compact Disks clearly labeled with the Legal Name of the proposer and the RFP Name): **SBSP School Project 9/26/2011 RFP**.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. **The electronic copies of the proposal must be compatible with *Microsoft Office Word 2003* except for the Budget Summary, which may be compatible with *Microsoft Office Excel 2003*.** For the electronic copy, only the required Appendices and Forms identified in Section IV may be scanned and submitted in Portable Document Format (PDF) or similar file format.

Date Issued: October 11, 2011

Approved: *Linda Burns*
Linda Burns
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signature	Name of Proposer

Addendum 1

State of Connecticut
Department of Social Services
Shaken Baby Syndrome Prevention School Project 9/26/2011
Request for Proposals

The State of Connecticut Department of Social Services is issuing Addendum 1 to the Shaken Baby Syndrome Prevention School Project 9/26/2011 Request for Proposals (RFP). This addendum contains clarification of the following Sections of the RFP.

1. **Section I.C.6. Procurement Schedule**
2. **Section I.C.7. Letter of Intent**
3. **Section I.C.8. Inquiry Procedures**
4. **Section I.C.9. Proposal Due Date and Time**

1. Section I.C.6. Procurement Schedule is deleted in its entirety and replaced with the following:

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

   - RFP Planning Start Date: March 29, 2011
   - RFP Released: September 26, 2011
   - Deadline for Questions: October 11, 2011, 3:00 p.m. Eastern Time
   - Answers Released: October 18, 2011
   - Proposals Due: November 8, 2011, 3:00 p.m. Eastern Time
   - (*) Start of Contract: January 1, 2012

2. Section 1.C.7. Letter of Intent is deleted in its entirety and replaced with the following:

   Letter of Intent. A letter of Intent (LOI) is not required by this RFP.

3. Section 1.C.8. Inquiry Procedures is deleted in its entirety and replaced with the following:

   Inquiry Procedures. All questions regarding this RFP 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 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 RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only

one answer. All questions and answers will be compiled into a written addendum to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the addendum and duly noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments or addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. **Proposals must include a signed Addendum Acknowledgement, which will be placed at the end of any and all addenda to this RFP.**

4. Section I.C.9. Proposal Due Date and Time is deleted in its entirety and replaced with the following:

Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

- Due Date: November 8, 2011
- Time: 3:00 p.m. Eastern Time

Faxed or e-mailed proposals will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Proposers should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the proposer use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal when the proposer is unable to deliver the proposal by courier or in person. When hand-delivering proposals, proposers should allow extra time to comply with building security procedures. Proposals 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 proposals may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- four (4) conforming copies of the original proposal; and
- two (2) conforming electronic copies of the original proposal (one copy on each of two separate Compact Disks clearly labeled with the Legal Name of the proposer and the RFP Name): **SBSP School Project 9/26/2011 RFP**.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. **The electronic copies of the proposal must be compatible with *Microsoft Office Word 2003* except for the Budget Summary, which may be compatible with *Microsoft Office Excel 2003*.** For the electronic copy, only the required Appendices and Forms identified in Section IV may be scanned and submitted in Portable Document Format (PDF) or similar file format.

Date Issued: September 28, 2011

Approved: *Linda Burns*
Linda Burns
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signature	Name of Proposer

PROCUREMENT NOTICE

Shaken Baby Syndrome Prevention School Project 9/26/2011

Request for Proposals

The Children's Trust Fund (CTF), a Division of the State of Connecticut Department of Social Services (the Department), is seeking proposals from the 2011-12 Connecticut Priority School Districts for middle or high school students (6th through 12th grade) to plan, develop, and implement a project in the school or in the community where the school is located to prevent shaken baby syndrome (SBS).

The 2011-12 Connecticut Priority School Districts, as designated by the State Department of Education, are Ansonia, Bridgeport, Danbury, East Hartford, Hartford, Meriden, New Britain, New Haven, New London, Norwalk, Norwich, Putnam, Stamford, Waterbury, and Windham.

A printed copy of the RFP can be obtained from the Official Contact upon request:

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 deadline for submission of proposals is November 8, 2011, 3:00 p.m. Eastern Time. Questions or requests for information in alternative formats must be directed to the Department's Official Contact at 860-424-5661. Persons who are deaf or hearing impaired may use a TDD by calling 1-800-842-4524.

This document is configured for 2-sided printing.

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I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name.** Shaken Baby Syndrome Prevention School Project 9/26/2011

2. **Summary.** The Children's Trust Fund (CTF), a Division of the State of Connecticut Department of Social Services (the Department), is seeking proposals from the 2011-12 Connecticut Priority School Districts for middle or high school students (6th through 12th grade) to develop and implement a project in the school or in the community where the school is located to prevent shaken baby syndrome (SBS).

3. **Synopsis.** The 2011-12 Connecticut Priority School Districts, as designated by the State Department of Education, are Ansonia, Bridgeport, Danbury, East Hartford, Hartford, Meriden, New Britain, New Haven, New London, Norwalk, Norwich, Putnam, Stamford, Waterbury, and Windham.

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

   - 2000: Community and Social Services
   - 3000: Education and Training Services

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunities (CT)
CT	Connecticut
CTF	Children's Trust Fund (CT)
DAS	Department of Administrative Services (CT)
DSS	Department of Social Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (U.S.)
LOI	Letter of Intent
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
P.A.	Public Act (CT)
PSA	Personal Service Agreement
RFP	Request for Proposals
SBSP	Shaken Baby Syndrome Prevention
SDE	State Department of Education (CT)
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *contractor:* an eligible school district that enters into a PSA with the Department as a result of this RFP

- *proposer:* an eligible school district that has submitted a proposal to the Department in response to this RFP

- *prospective proposer:* an eligible school district that may submit a proposal to the Department in response to this RFP, but has not yet done so

C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, 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 RFP is strictly prohibited. Proposers or prospective proposers 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. **RFP Information.** The RFP, addenda to the RFP, 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 RFP Web Page
     www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=

   - State Contracting Portal
     http://das.ct.gov/cr1.aspx?page=12

   It is strongly recommended that any proposer or prospective proposer 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 addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

   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 RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

   - Total Funding Available: $30,000 in federal funds
   - Number of Awards: Up to three (3)
   - Contract Cost: Not to exceed $10,000
   - Contract Term: January 1, 2012 to September 30, 2012

   The Department intends to award the total funding equally between three of the 15 school districts. The Department reserves the right to determine how funds will be distributed if one or more of the eligible school districts has excess funds available.

4. **Eligibility.** The school districts of Ansonia, Bridgeport, Danbury, East Hartford, Hartford, Meriden, New Britain, New Haven, New London, Norwalk, Norwich, Putnam, Stamford, Waterbury, and Windham are eligible to submit proposals in response to this RFP. The proposed project must be planned, developed and implemented by middle or high school students (6th through 12th grade) in such school districts.

5. **Minimum Qualifications of Proposers.** To qualify for a contract award a proposer must:

   a. Be a 2011-12 Connecticut Priority School District, as designated by the State Department of Education; and
   b. Propose a project to be planned, developed, and implemented by middle or high school students (6th through 12th grade) in such school districts.

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

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

   - RFP Planning Start Date: March 29, 2011
   - RFP Released: September 26, 2011
   - Deadline for Questions: October 11, 2011, 3:00 p.m. Eastern Time
   - Letter of Intent Due: October 11, 2011, 3:00 p.m. Eastern Time
   - Answers Released: October 18, 2011
   - Proposals Due: November 8, 2011, 3:00 p.m. Eastern Time
   - (*) Start of Contract: January 1, 2012

7. **Letter of Intent.** A Letter of Intent (LOI) is required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. 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. It is the sender's responsibility to confirm the Department's receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

8. **Inquiry Procedures.** All questions regarding this RFP 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 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 RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. This RFP requires a Letter of Intent and 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 addendum to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the addendum and duly noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments or addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. At its discretion, the Department may distribute any amendments or addenda to this RFP to prospective proposers who submitted a Letter of Intent. **Proposals must include a signed Addendum Acknowledgement, which will be placed at the end of any and all addenda to this RFP.**

9. **Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

- Due Date: November 8, 2011
- Time: 3:00 p.m. Eastern Time

Faxed or e-mailed proposals will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Proposers should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the proposer use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal when the proposer is unable to deliver the proposal by courier or in person. When hand-delivering proposals, proposers should allow extra time to comply with building security procedures. Proposals 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 proposals may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- four (4) conforming copies of the original proposal; and
- two (2) conforming electronic copies of the original proposal (one copy on each of two separate Compact Disks clearly labeled with the Legal Name of the proposer and the RFP Name): **SBSP School Project 9/26/2011 RFP**.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. **The electronic copies of the proposal must be compatible with *Microsoft Office Word 2003* except for the Financial Summary and POS-Budget Support, which may be compatible with *Microsoft Office Excel 2003*.** For the electronic copy, 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 Proposals.** The submission of multiple proposals is not an option with this procurement.

11. **Declaration of Confidential Information.** Proposers 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 proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer 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 proposer 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.** Proposers 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 proposer 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 proposer 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 proposer 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 proposer must affirm such in the disclosure statement: *"[name of proposer] 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. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and not evaluated.

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

3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)

4. **Executive Summary.** Proposals must include a high-level summary, not exceeding two (2) pages, of the main proposal and cost proposal. The Executive Summary shall identify: (a) the school district; and (b) the grade level(s) of the students who will be involved in the planning, development, and implementation of the proposed project.

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 RFP. Failure to abide by these instructions will result in disqualification.

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

Binding Type:	Loose leaf binders with the Legal Name of the proposer and the RFP Name appearing on the outside front cover of each binder: **SBSP School Project 9/26/2011 RFP**
Dividers:	A tab sheet keyed to the table of contents must separate each subsection of the proposal; the title of each subsection must appear on the tab sheet
Paper Size:	8½" x 11", "portrait" orientation
Page Limit:	30 double-sided, consecutively numbered pages (60 pages total) ***excluding*** all required Appendices and Forms
Print Style:	2-sided
Font Size:	Minimum of 11-point
Font Type:	Arial or Tahoma
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 proposer'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 proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name must be clearly displayed on the envelope or package: **SBSP School Project 9/26/2011 RFP**

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

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Department will conform to 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 proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.

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

4. **Evaluation Criteria (and Weights).** Proposals 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 proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential.

   - Service Requirements
   - Staffing Requirements *see note*
   - Evaluation and Reporting Requirements
   - Work Plan
   - Budget Summary and Budget Justification
   - Appendices

   Note:
   As part of its evaluation of the Staffing Requirements, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer 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. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.

6. **Debriefing.** After receiving notification from the Department, any proposer may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If proposers 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 proposals with other proposals, 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 proposers about the outcome of a competitive procurement, proposers 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. Proposers 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 RFP. Any such Appeal must be submitted to the Agency Head with a copy to the Contract Administrator. The proposer 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 RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

A. STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer 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 proposer (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 a proposal in response to this RFP, a proposer implicitly gives the following assurances:

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

2. **State Officials and Employees.** The proposer 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 RFP. 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 proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that 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 addenda hereto. The proposal 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 proposal, by reference or otherwise, into any contract with the successful proposer.

5. **Press Releases.** The proposer 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.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer 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 proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.

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

4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.

6. **Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. 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 proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.

8. **RFP Is Not An Offer.** Neither this RFP 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 proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer 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 proposer or for payment of services under the terms of the contract until the successful proposer 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 a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

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

2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP 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 Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, 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 Proposals.** The Department reserves the right to award in part, and/or to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. 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 proposal of any proposer who submits a proposal after the submission date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFP 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 RFP shall be the sole property of the State, unless stated otherwise in this RFP 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 RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.

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 proposer and subsequently awarding the contract to another proposer. 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 proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer 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). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP in Section C. 12 above, 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 proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer 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 ensure 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.** Proposals for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81.
   The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at OPM: Ethics Forms.
   IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.

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 proposer is awarded an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the proposer 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 gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at OPM: Ethics Forms.
   IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

5. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer 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 nondiscrimination certification forms are available on OPM's website at OPM: Nondiscrimination Certification.
   IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department 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 12 offices located in the three service 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 two entities attached to the Department for administrative purposes only. They are the Child Day Care Council and the Bureau of Rehabilitative Services. The Bureau of Rehabilitative Services is comprised of the former DSS Bureau of Rehabilitation Services; Commission on the Deaf and Hearing Impaired; Board of Education and Services for the Blind; the driver training program for persons with disabilities, formerly at the Department of Motor Vehicles; and the rehabilitation programs for employees suffering compensable injuries that have disabled them from performing their customary or most recent work, formerly at the Workers Compensation Commission.

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 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 incidence 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 the incidence of shaken baby syndrome by about one half.

This project provides an opportunity for young people to become educated about shaken baby syndrome, to educate others in their schools and community about this problem, and to make a contribution to strategies, messages, and approaches that resonate with middle and high school students.

C. MAIN PROPOSAL COMPONENTS

1. Organizational Requirements

The school districts of Ansonia, Bridgeport, Danbury, East Hartford, Hartford, Meriden, New Britain, New Haven, New London, Norwalk, Norwich, Putnam, Stamford, Waterbury, and Windham are eligible to submit proposals in response to this RFP. The Department reserves the right to reject the submission of any proposer in default of any current or prior contract.

2. Service Requirements

The proposer shall have middle or high school students (6th through 12th grade) plan, develop, and implement a public awareness activity to be held in the school or in the community where the school is located. The proposed project shall include information on the causes and dangers of shaken baby syndrome, as well as strategies and messages to prevent it. The project shall be interdisciplinary within the school and involve either an established group of students, or a group of students brought together for the purpose of the project. The project shall be developed between January 2012 and March 2012, and implemented during the month of April 2012 (child abuse prevention month).

Proposed projects may include a:

1. Public education campaign within the school or community;

2. School or community project (video, mural or community activity); or

3. School theater production that focuses on themes relevant to shaken baby syndrome.

A responsive proposal must include the following information about how the proposer intends to provide the services required by this RFP:

a. The name and address of the school where the proposed project will be planned, developed and implemented (if the project will be implemented in the community, also provide the name and address of the location);

b. A clear and concise description of the proposed project;

c. The target student population expected to benefit from the project including the number of students and how such students will be identified;

d. The project goals and, for each goal, the proposed project activities/deliverables, methods, and measurable outcomes;

e. How students will be involved in the planning and development of the project including how they will be identified and recruited to participate;

f. Anticipated obstacles to project implementation and how such obstacles will be addressed; and

g. How the students that are expected to benefit from the project will be engaged in active roles throughout the project.

3. **Staffing Requirements**

The contractor shall assign a faculty advisor to oversee the students' planning, development, and implementation of the project.

A responsive proposal must identify the name and title of the faculty advisor to be assigned to the project and indicate the proportion of time (**F**ull **T**ime **E**quivalent) s/he will allocate to the project.

4. **Evaluation and Reporting Requirements**

a. Project Evaluation

The contractor shall:

i. Conduct pre- and post-surveys of the project participants' knowledge about shaken baby syndrome and its causes; and

ii. Work with the Department to conduct focus groups with project participants before and after the project is implemented, to discuss the project development process and concepts that guided the development of the project.

A responsive proposal must demonstrate the school district's ability to comply with these project evaluation requirements.

b. Reporting Requirements

The contractor shall submit:

i. Quarterly fiscal reports on forms provided by the Department; and

ii. A narrative and statistical report, in a format required by the Department, one month following the completion of the project.

A responsive proposal must demonstrate the school district's ability to comply with these reporting requirements.

5. **Subcontractors**

The use of subcontractors is not allowed with this project.

6. **Work Plan**

A responsive proposal must include a work plan including, but not limited to the following:

a. Start Date

b. Timetable/Schedule

c. Tasks/Deliverables

d. Methodologies

e. Measurable Objectives

D. COST PROPOSAL COMPONENT

1. ***Cost Standards***. All proposed costs are subject to the standards developed by the State Office of Policy and Management for determining the costs of contracts, grants, and other agreements with organizations that receive funding from the State. Be advised that the cost proposal is subject to revision prior to award in order to ensure compliance with the cost standards. More information about the cost standards is available on OPM's web site: Cost Standards.
2. ***Budget Summary***. **A responsive proposal must include** a Budget Summary for this project, which is embedded in this section as a hyperlink.
3. ***Budget Justification***. **A responsive proposal must include** a Budget Justification for this project, which is embedded in this section as a hyperlink.

Note 1: The Department reserves the right to fund portions of a proposed budget and/or require adjustments.

Note 2: The Department reserves the right to consider all factors including cost in the final selection of a successful proposer. The opportunity to negotiate a contract with the Department will not be awarded based on cost alone.

IV. PROPOSAL OUTLINE

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

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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.