PROCUREMENT NOTICE

Balance of State
Housing Opportunities for Persons with AIDS (HOPWA) Program
Request for Proposals 2/28/2012

The Connecticut AIDS Resource Coalition (CARC), on behalf of the State of Connecticut, Department of Social Services (the Department), is seeking proposals from eligible 501(c)(3) nonprofit organizations to provide housing and supportive services for persons living with HIV/AIDS in the Balance of State (BOS) Eligible Metropolitan Service Area (EMSA) who are homeless or at risk of becoming homeless. The geographic areas that comprise the BOS EMSA are Litchfield County, Middlesex County, New London County, and Windham County.

The Housing Opportunities for Persons with AIDS (HOPWA) program is funded by the U.S. Department of Housing and Urban Development (HUD) to provide states and localities with resources and incentives to devise and implement long-term, comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome (AIDS) and related diseases, and their households.

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

Name: John Merz, Executive Director
Address: 110 Bartholomew Avenue, Suite 4000, Hartford, CT 06106-2251
Phone: 860-761-6699
Fax: 860-761-6711
E-Mail: john@ctaidscoalition.org

The deadline for submission of proposals is April 17, 2012, 3:00 p.m. Eastern Time. Questions or requests for information in alternative formats must be directed to the Official Contact at 860-761-6699.

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I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name.** Balance of State Housing Opportunities for Persons with AIDS (HOPWA) Program 2/28/2012

2. **Summary.** The Connecticut AIDS Resource Coalition (CARC), on behalf of the State of Connecticut, Department of Social Services (the Department), is seeking proposals from eligible 501(c)(3) nonprofit organizations to provide housing and supportive services for persons living with HIV/AIDS in the Balance of State (BOS) Eligible Metropolitan Service Area (EMSA) who are homeless or at risk of becoming homeless. The geographic areas that comprise the BOS EMSA are Litchfield County, Middlesex County, New London County, and Windham County.

3. **Synopsis (Optional).** The Housing Opportunities for Persons with AIDS (HOPWA) program is funded by the U.S. Department of Housing and Urban Development (HUD) to provide states and localities with resources and incentives to devise and implement long-term, comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome (AIDS) and related diseases, and their households.

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

   - 2000: Community and Social Services

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

AIDS	Acquired Immunodeficiency Syndrome
BOS	Balance of State
BFO	Best and Final Offer
CARC	Connecticut AIDS Resource Coalition
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunities (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DMHAS	Department of Mental Health and Addiction Services (CT)
DSS	Department of Social Services
EMSA	Eligible Metropolitan Service Area
FOIA	Freedom of Information Act (CT)
HIV	Human Immunodeficiency Virus
HMIS	Homeless Management Information System
HOPWA	Housing Opportunities for Persons with AIDS Program
HUD	Department of Housing and Urban Development (US)
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)
POS	Purchase of Service
P.A.	Public Act (CT)
RFP	Request for Proposals

SEEC	State Elections Enforcement Commission (CT)
STRMU	Short-term Rent, Mortgage and Utilities
TBRA	Tenant-Based Rental Assistance
U.S.	United States

- *contractor:* a 501(c)(3) nonprofit provider organization that enters into a POS contract with the Department as a result of this RFP

- *respondent:* a 501(c)(3) nonprofit provider organization that has submitted a proposal to the Department in response to this RFP

- *prospective respondent:* a 501(c)(3) nonprofit provider organization that may submit a proposal to the Department in response to this RFP, but has not yet done so

- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP

C. INSTRUCTIONS

1. **Official Contact.** CARC 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. Respondents, prospective respondents, and other interested parties are advised that any communication with any other CARC or Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Respondents or prospective respondents who violate this instruction may risk disqualification from further consideration.

   Name: John Merz, Executive Director
   Address: 110 Bartholomew Avenue, Suite 4000, Hartford, CT 06106
   Phone: 860-761-6699
   Fax: 860-761-6711
   E-Mail: john@ctaidscoalition.org

   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:

   - Connecticut AIDS Resource Coalition website
     www.ctaidscoalition.org

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

   - State Contracting Portal

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 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 Offers.** The offer of the right to negotiate any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

   - Total Funding Available: $277,730 in federal funds dependent upon the Department's annual HOPWA allocation from HUD
   - Number of Offers: Up to four (4)
   - Contract Cost: Confidential
   - Contract Term: July 1, 2012 – June 30, 2013 with the option of one, one-year extension exercised at the discretion of the Department

   The Department may select as few as one successful proposal or as many as four (4) proposals dependent upon the evaluation process and the funding requested. Not necessarily all eligible EMSAs will be funded.

4. **Eligibility.** Private provider organizations (defined as nonstate entities that are 501(c)(3) nonprofit corporations or partnerships) with principal place of business in Connecticut are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement. Respondents must provide proof of 501(c)(3) nonprofit status such as a copy of the Internal Revenue Service (IRS) determination letter in Section IV. Appendices.

5. **Minimum Qualifications of Respondents.** To be considered for the right to negotiate a contract, a respondent must have demonstrated experience and focus on serving persons living with HIV/AIDS in the Balance of State (BOS) Eligible Metropolitan Service Area (EMSA). The geographic areas that comprise the BOS EMSA are Litchfield County, Middlesex County, New London County, and Windham County. Demonstration of abilities will occur in the proposal and must include, but not be limited to the following:
   a. Successfully provided supportive housing for persons living with HIV/AIDS for a minimum of two (2) years, or equivalent, for example, supportive housing for other individuals with special needs such as persons with mental illness, substance use disorders, homelessness, or other disabilities; and
   b. Currently provide case management services in conjunction with supportive housing within the eligible EMSA(s) for which the respondent is seeking funding from the Department (the respondent's principal office need not be located within the EMSA).

   The Department reserves the right to reject the submission of any respondent 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, CARC's web site, and the Department's RFP Web Page.

   - RFP Planning Start Date: September 14, 2011
   - RFP Released: February 28, 2012
   - Deadline for Questions: March 13, 2012
   - Answers Released : March 20, 2012
   - Proposals Due: April 17, 2012
   - (*) Start of Contract: July 1, 2012

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

8. **Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, 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, CARC 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, CARC may or may not respond to questions received after the deadline. CARC 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 answers to the questions will be released on the date established in the Procurement Schedule. Any and all amendments or addenda to this RFP will be published on the State Contracting Portal, on CARC's website, 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.**

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 <u>received</u> by the Official Contact on or before the due date and time:

   - Due Date: April 17, 2012
   - Time: 3:00 p.m. Eastern Time

   Faxed or e-mailed proposals will not be evaluated. CARC shall not accept a postmark date as the basis for meeting the proposal due date and time. Respondents 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. CARC suggests the respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal when the respondent is unable to deliver the proposal by courier or in person. When hand-delivering proposals, respondents should allow extra time to comply with building security procedures. Proposals shall not be considered received by CARC until they are in the hands of the Official Contact or another representative of CARC designated by the Official Contact. At the discretion of CARC, late proposals may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- five (5) conforming copies of the original proposal; and
- one (1) conforming electronic copy of the original proposal on Compact Disk (CD) clearly labeled with the Legal Name of the respondent and the RFP Name: **HOPWA RFP 2/28/2012**).

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 Evaluation Team. **The electronic copy of the proposal must be compatible with *Microsoft Office Word* except for the Budget and Budget Narrative, which may be compatible with *Microsoft Office Excel*.** 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; however one proposal may include more than one EMSA

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 RFP is confidential, the respondent must label such information as CONFIDENTIAL. In Section C of the proposal submission, the respondent must reference where the information labeled CONFIDENTIAL is located in the proposal. *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*: "[name of respondent] has no current business relationship (within the past 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 CARC, non-responsive and not evaluated.

2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents must complete and use the Cover Sheet form that is embedded in this section 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 one double-sided page (two pages total), of the main proposal and cost proposal. The Executive Summary shall include: a) the respondent's minimum of two (2) years experience providing supportive housing services for persons living with HIV/AIDS, or equivalent, for example, supportive housing for other individuals with special needs such as persons with mental illness, substance use disorders, homelessness, or other disabilities; and b) case management services the respondent currently provides in conjunction with supportive housing within the eligible EMSA(s) for which the respondent is seeking funding from the Department (the respondent's principal office need not be located within the EMSA).

5. **Attachments.** Attachments other than the required Appendices and Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices and 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 five (5) conforming copies must conform to the following specifications:

Binding Type:	Loose leaf binders with the Legal Name of the respondent and the RFP Name appearing on the outside front cover of each binder: **HOPWA RFP 2/28/2012**
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:	15 double-sided consecutively numbered pages (30 pages total) ***excluding*** all required Appendices and Forms
Print Style:	2-sided
Font Size:	Minimum 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 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 proposals 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 RFP Name must be clearly displayed on the envelope or package: **HOPWA RFP 2/28/2012**. 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 CARC as a clerical function, but it will not be evaluated. At the discretion of CARC, 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 CARC to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful respondents, and offering the right to negotiate contracts, the Department will conform to its written procedures for POS 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. **Evaluation Team.** CARC and the Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. 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 respondent (or representative of any respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the respondent.

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. CARC 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 Evaluation Team 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.

   - Organizational Requirements
   - Service Requirements
   - Staffing Requirements *see note*
   - Data and Technology Requirements
   - Subcontractors
   - Financial Requirements
   - Budget Requirements
   - Appendices

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

5. **Respondent Selection.** Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals 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 offered an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Successful respondents will not be allowed to negotiate for either a higher amount of total funds or a higher percentage of administrative/indirect costs than those submitted in their proposals. 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 proposal. 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 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 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 RFP. 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 Procurement or Offer.** 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. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. 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 POS contract. Part II is available on OPM's website at: OPM: POS Standard Contract Part II.

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. If a respondent is offered an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of $100,000 or more, the respondent must inform the respondent's principals of the contents of the SEEC notice.

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 a proposal in response to this RFP, a respondent implicitly gives the following assurances:

1. **Collusion.** The respondent 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 respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the respondent's proposal. The respondent 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 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 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 respondent, contractor, or its agents or employees.

3. **Competitors.** The respondent 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 respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The respondent 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 respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The respondent 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 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 RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, 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 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. Respondents 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 respondents to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the respondent'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 respondent 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 respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per respondent.

7. **Presentation of Supporting Evidence.** If requested by the Department, a respondent 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 respondent to evaluate further the respondent'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 respondent.

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 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 a proposal in response to this RFP, 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 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. **Offer and Rejection of Proposals.** The Department reserves the right to offer 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 respondent 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 offered 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 respondents for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from respondents. The Department may set parameters on any BFOs received.

7. **Clerical Errors in Offer.** The Department reserves the right to correct inaccurate offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offering of a contract already made to a respondent and subsequently offering 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.

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 respondent'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 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 proposals any confidential information. If the respondent indicates that certain documentation, as required by this RFP in Section I.C.11 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 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 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 application. 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 respondent must complete and submit OPM Ethics Form 5 to the Department with the proposal.

4. **Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352.** A responsive proposal shall include a Certification Regarding Lobbying form, which is embedded in this section as a hyperlink, attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5. **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 Connecticut 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 respondent must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a respondent is offered 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 Connecticut 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 respondent must complete and submit the appropriate nondiscrimination certification form to the 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 and Nutrition Act of 2008, 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 are two Deputy Commissioners -- a Deputy Commissioner for Programs and a Deputy Commissioner for Health Services, Finance, and Administration. 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; Board of Education and Services for the Blind; Commission on the Deaf and Hearing Impaired; and portions of the Workers' Compensation Commission and Department of Motor Vehicles.

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:

Program Title: Balance of State (BOS) Housing Opportunities for Persons with AIDS (HOPWA)

The Housing Opportunities for Persons with AIDS (HOPWA) program is funded by the U.S. Department of Housing and Urban Development (HUD). The HOPWA program was authorized by the National Affordable Housing Act of 1990 and revised under the Housing and Community Development Act of 1992, to provide states and localities with resources and incentives to devise and implement long-term, comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome (AIDS) and related diseases, and their households.

Eligible respondents are 501(c)(3) nonprofit organizations with experience and focus on serving persons living with HIV/AIDS in the Balance of State (BOS) Eligible Metropolitan Service Area (EMSA). The geographic areas that comprise the BOS EMSA are Litchfield County, Middlesex County, New London County, and Windham County.

Contractors shall administer HOPWA assistance to eligible persons with HIV/AIDS and their households, supporting HUD's HOPWA program goals and the State's Consolidated and Annual Action Plan goals and objectives, primarily:

- HOPWA-assisted households will establish or better maintain a stable living environment;
- HOPWA-assisted households will have improved access to care and support; and
- HOPWA-assisted households will have a reduced risk of homelessness.

Respondents may request HOPWA funds for the following eligible activities, per HUD regulations 24 CFR 574:

- Tenant-Based Rental Assistance (TBRA): A housing subsidy provided for use on the open rental market. The tenant holds a lease with a private landlord for a unit that is rented at or under Fair Market Rent and that meets Housing Quality/Habitability Standards. Costs include rent, utility costs, and security deposits.
- Short-Term Rent, Mortgage, and Utilities (STRMU): A housing subsidy provided to prevent homelessness of mortgagers or renters in their current place of residence. Contractors may provide assistance for rent, mortgage, and/or utilities for a period of up to 21 weeks in any 52-week period. Ongoing assessment of need is required and individual service plans must address housing stability.
- Facility-Based Housing Assistance: Expenditures to support housing facilities including community residences, single-room occupancy dwellings, project-based units, and master-leased units.

- Supportive Services: Expenditures for services that improve the health and well-being of eligible persons and their households. Services may be provided in conjunction with housing assistance or separately. Examples include case management, meals and nutritional services, adult day care, education, employment assistance, alcohol and drug abuse services, mental health services, and transportation assistance.
- Resource Identification/Technical Assistance: Activities to establish, coordinate, and develop housing assistance resources for eligible persons. Assistance with establishing and operating a community residence as well as costs related to community outreach and education activities.
- Administration Costs: For general management, oversight, coordination, evaluation, and reporting on eligible activities. Cannot exceed 7 percent of the total funding request.

Priority will be given to cost-effective TBRA and Facility-Based Housing Assistance Programs and related Supportive Services, as demonstrated in the proposal.

An eligible client is a person with acquired immunodeficiency syndrome (AIDS) or tested to be seropositive for human immunodeficiency virus (HIV) who is also an individual with low income (earning less than 80 percent of the median income for the area, as defined in Title 24 Code of Federal Regulations Section 574.3). FY 2012 Income Limits are available at http://www.huduser.org/portal/datasets/il/il12/index_il2012.html. The household of an eligible client is also eligible for assistance. Residence within the BOS EMSA is also required.

For more information on the HOPWA program, see the Administering HOPWA Housing Assistance Fact Sheet, which is embedded in this section as a hyperlink.

C. MAIN PROPOSAL COMPONENTS

1. Organizational Requirements

Private provider organizations (defined as nonstate entities that are 501(c)(3) nonprofit corporations or partnerships) with principal place of business in Connecticut are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement. Respondents must provide proof of 501(c)(3) nonprofit status such as a copy of the Internal Revenue Service (IRS) determination letter in Section IV. Appendices.

To be considered for the right to negotiate a contract, a respondent must have demonstrated experience and focus on serving persons living with HIV/AIDS in the Balance of State (BOS) Eligible Metropolitan Service Area (EMSA). The geographic areas that comprise the BOS EMSA are Litchfield County, Middlesex County, New London County, and Windham County. Demonstration of abilities will occur in the proposal and must include, but not be limited to the following:

a. Successfully provided supportive housing for persons living with HIV/AIDS for a minimum of two (2) years, or equivalent, for example, supportive housing for other individuals with special needs such as persons with mental illness, substance use disorders, homelessness, or other disabilities; and
b. Currently provide case management services in conjunction with supportive housing within the eligible EMSA(s) for which the respondent is seeking funding from the Department (the respondent's principal office need not be located within the EMSA).

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

A responsive proposal shall include a summary of the respondent's overall qualifications to manage a Balance of State HOPWA program. If the respondent is proposing the use of any subcontractors or partners to provide any of the services required by this RFP, provide this information about each subcontractor and partner. At a minimum, the respondent must include the following specific details regarding the organization:

a. Purpose/Mission: Describe how the proposed HOPWA program fits within the organization's mission and current programs configuration. Summarize the services the organization currently provides within the EMSA(s) for which the respondent is seeking funding.

b. Entity Type/Years of Operation: Give a brief overview of the organization. Demonstrate a minimum of two years experience providing supportive housing for persons living with HIV/AIDS or equivalent, for example, supportive housing for other individuals with special needs such as persons with mental illness or substance use disorders, homelessness, or other disabilities, and providing case management services in conjunction with housing. Detail the current number of clients being served, client-to-staff ratio, funding source(s), and successes.

c. Qualifications and Relevant Experience: Summarize the organization's ability to administer city, state and/or federal grants and contracts, and third-party reimbursement systems. Describe any potential risks to the Department and risks that could be encountered by acting as a Department contractor; propose solutions or approaches for managing those risks that show the organization's familiarity and sensitivity with managing the program described in this RFP.

d. Governance - Disclosure: Provide the following information:

   i. The name, work address, and percentage of time to be allocated to the resultant contract by members of the Board of Directors;

   ii. The role of the Board of Directors in the organization's governance and policy-making;

   iii. A current organizational chart defining the levels of ownership, governance, and management in Section IV.H. Appendices;

   iv. A complete description of any and all related party relationships and transactions including full disclosure of any anticipated payments to a related party (such payments are non-allowable unless the respondent provides sufficient data to satisfy the Department that the payments are necessary and reasonable); and

   v. An overview of how organization policies and procedures are reviewed and updated whenever there are federal and State regulation changes and/or operational changes, or as requested by the Department.

e. Ownership - Disclosure: Provide the following information:

   i. A complete description of the percent of ownership by the principals of the organization, or any other individual or organization, that retains a 5% or more interest including name and work address;

   ii. The relationship of any person(s) so identified to any other owner or governor, if they are the person's spouse, child, brother, sister, or parent;

iii. The name of any person(s) with an ownership or controlling interest of 5% or more in the organization, who also has an ownership or controlling interest of 5% or more in any other related entity including subcontracting entity, parent entity or wholly owned entity including the name of the other entity;

iv. The name and address of any person with an ownership or controlling interest in the organization, or who is an agent or employee of the organization, who has been convicted of a criminal offense related to that person's involvement in any federal or State program(s), since the inception of such program(s);

v. Whether any person identified in subsections (i) through (iv) above has been terminated, suspended, barred or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, from any federal or State program(s), or has within the past five years been reinstated to participation in any federal or State program(s), and prior to said reinstatement had been terminated, suspended, barred or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, in such program(s); and

vi. A description of the respondent's relationship with other entities including whether the respondent is an independent entity or a subsidiary or division of another entity (if the respondent is not an independent entity, the proposal shall describe the organization linkages and the degree of integration/collaboration between the organizations including the roles of the organizations' principals) and a description of the relationship with any parent company when the organization is an affiliate of another entity.

f. References: Provide three (3) specific programmatic references (not letters of reference). References must be persons able to comment on the organization's capability to perform the services specified in this RFP. References must include the company name, and the name, mailing address, telephone number, and e-mail address of a specific contact person. The contact person must be an individual familiar with the organization and its day-to-day performance. References cannot be the organization's current employees. If the organization has been a State of Connecticut contractor within the past five years, the organization must include a State of Connecticut reference. The organization may include a DSS and/or CARC reference in the proposal; however, the individual may have to refuse if s/he will be involved in the evaluation of proposals received in response to this RFP. The organization may also include former DSS staff as references. Organizations are strongly encouraged to contact their planned references to ensure the accuracy of their contact information and their willingness and ability to provide references. CARC expects to contact these references as part of the evaluation process.

2. Service Requirements

A responsive proposal shall thoroughly address each of the following including the use of any subcontractors or partners:

a. Eligible Activities: Eligible activities shall include one or more of the following:

i. Short-Term Rent, Mortgage, and Utilities Assistance (project the number of clients to be assisted);

ii. Tenant-Based Rental Assistance (project the number of clients to be assisted);

iii. Facility-Based Housing Assistance (indicate the total number of units in the housing facility and the number of units to be supported by the funding request);

iv. Supportive Services (not to exceed $3,500 per unit in Tenant-Based Rental Assistance or Facility-Based Housing Assistance programs);

v. Resource Identification (provide a detailed work plan to support this activity); and/or

vi. Administration Costs (must not exceed 7 percent of the total funding request).

Priority will be given to cost-effective Tenant-Based Rental Assistance and Facility-Based Housing Assistance programs and related Supportive Services.

b. Service/Catchment Area(s): Identify the proposed service area(s) for this program, that is, the cities and towns where the potential clients reside.

c. Service Populations*:* Identify who will receive supportive housing services and include specific populations, if any (for example, women with children, single men, single women, etc.)

d. Service Capacity/Delivery Plan/Systems/Processes/Protocols: Describe the proposed supportive housing program(s) for persons living with HIV/AIDS including:

i. the mechanisms that will be used to determine that clients served are low- and moderate-income;

ii. the screening process and how clients will be accepted on a first-come, first-served basis;

iii. a description of the proposed supportive services and how they will be made available to households receiving HOPWA housing assistance (households shall be defined as a unit of one (1) or more individuals living together in one dwelling);

iv. for Tenant-Based Rental Assistance programs, how the program will assist clients with locating apartments that meet housing quality standards;

v. how client services and resources will be coordinated with other service providers to improve service delivery and reduce barriers to effectively keep clients in stable housing;

vi. if applicable, the proposed mechanisms for providing a housing subsidy directly to a landlord;

vii. how federal HOPWA requirements will be met including, but not limited to rent calculations, housing quality standard inspections, lead-based paint inspections, conflict of interest, confidentiality, and all other regulations under Title 24 Part 574: http://www.access.gpo.gov/nara/cfr/waisidx_05/24cfr574_05.html ;

viii. how a supportive housing care plan will be created and implemented with each individual and/or household that meets CARC's "Standards of Care"; which are embedded in this section as a hyperlink;

ix. whether the program will maintain a waiting list and if so, how it will be administered;

x. other sources of funding the program receives (for example, DSS, DMHAS) and how such funds will be used to complement HOPWA services; and

xi. hours of operation.

e. Culturally Competent Services: Describe the respondent's ability to ensure a culturally responsive delivery of services that recognizes and affirms diversity.

f. Client Eligibility: Describe the process for determining client eligibility for housing and supportive services including enrollment in Medicaid and other entitlement programs.

g. Goals: Since permanent housing and/or a stable living environment is the ultimate goal and expected outcome, describe the procedures that will be in place to monitor the progress of clients from entrance into the program to permanent placement and beyond.

h. Funding Contingency Plan: Describe how the respondent will be prepared to transition clients from this program to other stable housing should funding no longer be provided by the Department after the contract period.

   NOTE: The Department is required by HUD to competitively procure HOPWA services every two years.

i. Dun & Bradstreet (D-U-N-S) Number: Indicate the respondent's nine-digit Dun & Bradstreet (D-U-N-S) identification number.

3. Staffing Requirements

A responsive proposal shall include the following information about the number and qualifications of staff that the respondent intends to employ to deliver the services required by this RFP. If the respondent is proposing the use of any subcontractors or partners to provide any of the services required by this RFP, provide this information about each subcontractor and partner.

a. Key Personnel: Provide the names and/or titles of proposed personnel, the number of hours per week and percentage of time to be dedicated to the program, and how this staffing pattern will successfully meet this RFP's requirements in light of any other similar obligations for any other entity. Indicate vacant or new positions. Summarize the organization's procedures to secure and retain professional staff, and the method of evaluating personnel performance. Identify who will be responsible for program management responsibilities that shall include, but not be limited to: a) day-to-day oversight of the program; b) attending all program meetings at the request of the Department; and c.) responding to the Department's requests for program status updates, and ad hoc and interim reports.

b. Job Descriptions/Resumes: Attach current job descriptions in Section IV.H. Appendices for all proposed funded positions, and resumes for all key personnel that are currently employed by the organization.

c. Staff-to-Client Ratio: Describe the support staff (case manager) to client ratio proposed for the program and the rationale used to arrive at that ratio.

   NOTE: There is no pre-set ratio determined by the Department.

4. Data and Technology Requirements

A responsive proposal shall provide the following information about the respondent's information management and performance measurement systems. If the respondent is proposing the use of any subcontractors or partners to provide any of the services required by this RFP, provide this information about each subcontractor and partner.

a. Data Reporting and Technology Capacity

Describe the respondent's capacity to collect client level data using one of the Homeless Management Information Systems (HMIS) used in CT (Bowman's *ServicePoint* or Groupware Technologies' *Provide Case Management*), or the respondent's ability to implement such data collection no later than three months after the resulting contract start date.

Current providers of AIDS residential or HOPWA services to the Department shall submit a copy of the DSS/HOPWA report from July 1, 2011 through December 31, 2011, in Section IV.H. Appendices, to demonstrate the ability to utilize the HMIS.

b. Program Outcome Requirements

HUD's Office of HIV/AIDS Housing identified three national performance measures related to client outcomes: (1) HOPWA-assisted households will establish or better maintain a stable living environment; (2) HOPWA-assisted households will have improved access to care and support; and (3) HOPWA-assisted households will have a reduced risk of homelessness. The respondent must identify from one to three (1-3) specific and quantifiable performance measure(s) for its funded activities. Examples of such are as follows:

i. 20 clients will receive Tenant-Based Rental Assistance subsidies, enabling them to meet their rent payments, reducing their risk of homelessness. Clients will be tracked for eligibility and the amount of rental assistance provided through annual income re-certifications and resident rent payment determination.

ii. 35 clients will meet with a case manager and establish a comprehensive service plan to improve their access to care and support. Clients will be re-assessed at least every six months, with progress and communications documented.

iii. 10 residents of the contractor's supportive living program will receive supportive services and rental assistance, allowing them to maintain a stable living environment. A plan will be developed for clients that recognizes residents' short- and long-term needs with specific dates, time frames, and plan for future housing as appropriate.

c. Quality Assurance Requirements

i. Internal Quality Assurance Process: Describe the respondent's internal quality assurance process and its impact upon program operations. Describe current and planned activities to ensure service quality and how services enable clients to access and maintain stable housing.

ii. External Quality Assurance Process: Indicate the score and any recommendations from the respondent's 2010 and 2011 CARC Quality Assurance Review Process (also known as the CARC audit). If the respondent has not participated in the CARC audit, indicate in what type of external quality assurance process the respondent has participated and the results. If the respondent has not participated in an external quality assurance process, state such.

iii. Client Satisfaction Process: Describe the respondent's client satisfaction process (surveys, etc.). Summarize feedback (number and percent of returned surveys, summary of concerns expressed by clients, etc.). Give a brief narrative of the respondent's follow-up actions or plans regarding concerns raised by clients. Include a copy of the respondent's client satisfaction survey, if applicable, in Section IV.H. Appendices.

iv. Program Audit Compliance: State the respondent's experience being in compliance with past contracts and/or directives. State any deficiencies identified in recent annual program audits, monitoring or corrective action plans, and if applicable, steps taken to complete any recommendations.

5. Subcontractors/Partnerships

The use of subcontractors and partnerships is allowed. If the respondent is proposing the use of any subcontractors or partners to provide any of the services required by this RFP, each subcontractor and partner must be identified in the proposal. All subcontractors and partners are subject to the Department's prior approval. Information that is requested about the respondent must also be provided about each subcontractor and partner where indicated throughout the RFP.

In addition, **a responsive proposal must include** the following information about each proposed subcontractor and partner.

a. Legal Name, Mailing Address, Federal Employer Identification Number (FEIN), and D-U-N-S number

b. Contact Person Name, Title, Telephone Number, FAX Number, and E-mail Address

c. Services to be Provided

d. Subcontract or Partnership Agreement Cost and Term

e. A sample subcontract and/or partnership agreement must be included in Section IV.H. Appendices. Selected respondents shall be required to submit a copy of a written agreement with each subcontractor and partner prior to contract execution with the Department.

f. A letter of agreement from each subcontractor and partner, indicating willingness to perform all the services to be provided throughout the entire contract period, shall be included in Section IV.H. Appendices. Each letter must specify the services that will be provided and be signed by an authorized official of the subcontractor or partner.

D. COST PROPOSAL COMPONENTS

1. Financial Requirements

A responsive proposal shall include the following information about the proposer's fiscal stability, accounting and financial reporting systems, and relevant business practices.

a. Audited Financial Statements: Submit one (1) copy each of the respondent's two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (GAAP)(USA). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. Audited Financial Statements do not count toward the total page limit of the proposal. One copy only shall be included with the original proposal in Section IV.H. Appendices.

b. Financial Management Procedures: The respondent shall submit one (1) electronic copy of its written financial management procedures including policies/procedures for: (i) managing and tracking cash receipts/disbursements; (ii) budgeting; (iii) procurement; (iv) reconciling expenditures; (v) separation of duties/functions; and (vi) payroll. One copy only shall be included on the Compact Disk (CD) requested in Section I.C.10. of this RFP.

c. Financial Capacity: Describe the respondent's financial capacity to properly isolate HOPWA-related income and expenditures. Discuss the internal controls used to ensure that: i) a thorough record of expenditures can be provided for purposes of an audit; and ii) administration costs using HOPWA funds that were previously administered by the respondent did not exceed 7 percent.

d. Leveraged Funds: Describe the respondent's long-term strategy to sustain funding for the program and explain how HOPWA funds may be used to leverage other funding.

e. Mixed Funding: If the respondent proposes to assign staff to this program that are paid from various funding sources, describe how staff time utilized for this program will be tracked for HOPWA-eligible expenditures only. In addition, demonstrate how HOPWA-eligible clients will be distinguished from clients served by the respondent's other housing programs, which might have different eligibility requirements.

f. Cost Allocation Plan: The respondent's Cost Allocation Plan (CAP) must include provisions for allocating allocable-as-direct costs, Administrative & General (A&G) costs, and salaries and wages. The amount of detail in the plan would depend on a number of factors including, but not limited to the size and complexity of the organization, the number of revenue sources, and the number of programs. Based on these factors, the detailed budget and cost item allocation documents may or may not need to be included in the CAP. If the respondent's CAP is not included in the Financial Management Procedures requested in Section III.D.1.b. above, one copy only shall be included on the Compact Disk (CD) requested in Section I.C.10. of this RFP.

2. Budget Requirements

a. Cost Standards: All proposed costs are subject to federal cost policy guidance and the standards developed by the State Office of Policy and Management for determining the cost of contracts, grants, and other agreements with organizations that receive funding from the State. In the event of any inconsistency, the federal cost policy guidance shall supersede the OPM cost standards. The applicable federal cost policy guidance is available at OMB Circular A-133, OMB Circular A-122, and Office of Community Services Information Memorandum, Transmittal No. 02-2008. Be advised that the cost proposal is subject to revision prior to contract execution in order to ensure compliance with the OPM cost standards and federal cost policy guidance. More information about the cost standards is available on OPM's web site: Cost Standards.

b. Budget: **A responsive proposal shall include** a line item budget that depicts the allowable costs associated with the program, using the budget form that is embedded in this section as a hyperlink.

c. Budget Narrative: **A responsive proposal shall detail** how costs included in the line item budget were calculated. Either Microsoft Office Word or Excel format is acceptable. Allowable costs are those associated with the following eligible activities.

   i. Short-Term Rent, Mortgage, and Utilities Assistance for a period of up to 21 weeks within any 52-week period

   ii. Facility-Based Housing Assistance

   iii. Tenant-Based Rental Assistance (detail the number of units to be supported by the funding request x the approximate subsidy per unit per month x 12 months)

   iv. Supportive Services costs may include both Direct Program Staff and Other Costs. Direct Program Staff cost calculations must include the number and/or percent of case manager positions (Full-Time Equivalent) to be funded by the Department. Administration salaries cannot be included in the Supportive Services category, but may be included in the Administration Costs category. Program costs that support the operation of the HOPWA program are allowed and must be itemized and justified in the budget narrative. Total Supportive Services (comprised of both Direct Program Staff and Other Costs) must not exceed the number of units x $3,500. This amount may not be re-negotiated upward during contract negotiations.

   v. Resource Identification

   vi. Total Administration Costs must not exceed 7 percent of the total funding request. This amount may not be re-negotiated upward during contract negotiations.

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 respondent. 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 to 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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c. Service Populations . . . . . .
d. Service Capacity/Delivery Plan/Systems/Processes/Protocols . . .
e. Culturally Competent Services . . . . . .
f. Client Eligibility . . . . . .
g. Goals . . . . . .
h. Funding Contingency Plan . . . . . .
i. Dun & Bradstreet (D-U-N-S) Number . . . . . .

3. Staffing Requirements . . . . . .

a. Key Personnel. . . . . .
b. Staff-to-Client Ratio . . . . . .

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4. Data and Technology . . . . . .

a. Data Reporting and Technology Capacity . . . . . .
b. Program Outcome Requirements. . . . . .
c. Quality Assurance Requirements. . . . . .
i. Internal Quality Assurance Process. . . . . .
ii. External Quality Assurance Process . . . . . .
iii. Client Satisfaction Process . . . . . .
iv. Program Audit Compliance. . . . . .

5. Subcontractors/Partnerships . . . . . .

a. Legal Name, Mailing Address, FEIN, and D-U-N-S Number. . . .
b. Contact Person Name, Telephone Number, FAX Number, E-mail . .
c. Services to be Provided . . . . . .
d. Subcontractor or Partnership Agreement Cost and Term . . . .

G. Cost Proposal

1. Financial Requirements . . . . . .

a. Financial Capacity. . . . . .
b. Leveraged Funds . . . . . .
c. Mixed Funding . . . . . .

2. Budget Requirements . . . . . .

a. Budget. . . . . .
b. Budget Narrative . . . . . .

H. Appendices . . . . . .

1. Proof of 501(c)(3) Nonprofit Status . . . . . .
2. Organizational Chart . . . . . .
3. Job Descriptions . . . . . .
4. Résumés . . . . . .
5. DSS/CARC HMIS Report . . . . . .
6. Client Satisfaction Survey . . . . . .
7. Sample Subcontracts and Partnership Agreements . . . . . .
8. Letters of Agreement . . . . . .
9. Audited Financial Statements . . . . . .
10. Financial Management Procedures . . . . . .
11. Cost Allocation Plan. . . . . .

I. Forms . . . . . .

1. Department . . . . . .

a. Certification Regarding Lobbying . . . . . .
b. Addendum Acknowledgement(s) . . . . . .

2. Other . . . . . .

a. Commission on Human Rights and Opportunities, Contract Compliance Regulations, Notification to Bidders (Revised 09/17/07) .

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

[1] Required when the contract resulting from this RFP has an anticipated value of $50,000 or more in a calendar or fiscal year. The respondent must submit this certification to the Department with the proposal.

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.