

**Addendum 1**

State of Connecticut  
Department of Social Services

RFQ #103107\_CSPI\_RFQ  
Connect-Ability Strategic Planning  
Initiative  
Request for Qualifications

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The State of Connecticut Department of Social Services (Department) is issuing Addendum 1 to the Connect-Ability Strategic Planning Initiative Request for Qualifications (RFQ). The Addendum contains one revision to the RFQ:

The initial posting/release of the RFQ incorrectly specified SBE/MBE requirements for this procurement. This addendum clarifies that this procurement is not limited to SBE/MBE bidders.

Date Issued: November 6, 2007

Approved: \_\_\_\_\_  
Dorothy DiLernia  
State of Connecticut Department of Social Services  
(Original signature on document in procurement file)

This Addendum must be signed and returned with your proposal.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Name of Company

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# CONNECT-ABILITY STRATEGIC PLANNING INITIATIVE

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## Request for Qualifications

The State of Connecticut Department of Social Services (Department) Bureau of Rehabilitation Services (BRS) is requesting qualification submissions from organizations, coalitions, and/or collaborations to develop and implement creative and innovative strategic plans that will promote and increase employment for individuals with disabilities. Responsive submissions must demonstrate experience participating in and/or developing and implementing strategic plans.

The Department anticipates awarding up to ten resultant contracts to successful bidders - up to \$200,000 each for the development and implementation of local-level strategic plans. The total funding available through this procurement shall not exceed \$2,000,000. The resultant contracts will consist of two phases. The Planning Phase is anticipated to begin on April 1, 2008 and end up to six months later. The Implementation Phase will begin upon Department approval of resulting strategic plans and end on December 31, 2009.

Interested bidders **must** submit a mandatory Letter of Intent to the Department no later than 3:00 p.m. local time on November 14, 2007. Submissions **must** be received at the Department no later than 3:00 p.m. local time on December 12, 2007. Submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Those submissions that are not evaluated shall be retained for thirty days after the resultant contracts are executed, after which the submissions will be destroyed. **All submissions must be in sealed envelopes or sealed boxes clearly identified as "Connect-Ability Strategic Planning Initiative RFQ."**

To download this Request for Qualifications (RFQ), access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at [www.das.state.ct.us/Purchase/Portal\\_home.asp](http://www.das.state.ct.us/Purchase/Portal_home.asp) or contact:

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

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## Acronyms, Abbreviations, and Definitions

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

1. Americans with Disabilities Act (ADA) of 1990 - A comprehensive, Federal civil rights law that prohibits discrimination against individuals with disabilities in employment, state and local government programs and activities, public accommodations, transportation, and telecommunications
2. Assistive Technology - Any item or piece of equipment used to increase, maintain, or improve the functional abilities of individuals with disabilities in all aspects of life including at school, at work, at home, and in the community
3. BRS - Bureau of Rehabilitation Services
4. Centers for Medicare and Medicaid Services (CMS) - A division within the U.S. Department of Health and Human Services (DHHS) [this division was formerly known as the Health Care Financing Administration]
5. Commissioner - The Commissioner of the State of Connecticut Department of Social Services, as defined in Connecticut General Statutes (CGS) §17b-3
6. Department - State of Connecticut Department of Social Services
7. Disability - With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such an impairment, or being regarded as having such an impairment
8. Disability Determination Services (DDS) - The Bureau of Rehabilitation Services' unit responsible for determining eligibility for the Social Security Disability Insurance (SSDI) and Supplemental Security Insurance (SSI) programs (these programs provide cash benefits to individuals unable to maintain employment due to the severity of their disabilities)
9. Employment readiness activities - Activities to assist the participant in conducting an effective job search and preparing for the transition to employment
10. Independent Living (IL) - The Bureau of Rehabilitation Services' program that provides comprehensive independent living services through contracts with Connecticut's five community-based independent living centers (these centers offer core independent living services, peer support, information and

- referral, individual and systems advocacy, and independent living skills training)
11. Local-level service area - Cities/towns or regions in which an organization operates
  12. Medicaid - The Connecticut Medical Assistance Program (CTMAP) operated by the State of Connecticut Department of Social Services under Title XIX of the Federal Social Security Act and related State and Federal rules and regulations
  13. Mentoring - Support offered to another person by a mentor (a mentor has knowledge and experience in an area and shares it with the person being mentored, for example, an experienced teacher might mentor a student teacher or beginning teacher)
  14. Public Vocational Rehabilitation (VR) Program - The Bureau of Rehabilitation Services' program that assists individuals with significant physical and mental disabilities to prepare for, obtain, and maintain employment (through the provision of individualized services, individuals with disabilities eligible for vocational rehabilitation are supported in planning for and achieving job goals)
  15. SSDI - Social Security Disability Insurance
  16. Stakeholder - An individual or group with an interest in the success of an organization in delivering intended results and maintaining the viability of the organization's services (the views and feedback of stakeholders are an important part of information received about the type and quality of services provided)
  17. Strategic Plan - A plan that determines the overall direction and goals of an organization
  18. SSI - Supplemental Security Insurance
  19. Supported Employment - Competitive work in an integrated work setting or employment in integrated work settings in which individuals are working toward competitive work with ongoing support for individuals with the most significant disabilities, for whom competitive employment has not traditionally occurred or has been interrupted or intermittent as a result of a significant disability, and who because of the nature and severity of the disabilities, need intensive supported employment services from the Bureau of Rehabilitation Services or other source and extended services after transition to perform this work

20. Title XIX - The provisions of 42 USC §1396 *et seq.* including any amendments thereto (See Medicaid)
21. Transportation Broker Services - Services connecting commuters to various transportation options
22. Transportation (Person-centered) Voucher System - A system that provides individuals with disabilities choice and control to coordinate their transportation options through the use of a voucher

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## SECTION I - OVERVIEW OF THE DEPARTMENT AND THE INITIATIVE

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### A. PURPOSE OF REQUEST FOR QUALIFICATIONS

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This Request for Qualifications (RFQ) provides an opportunity for qualified organizations, coalitions, and/or collaborations to develop and implement creative and innovative strategic plans to bring about change, improve access, build broad-based constituency, and increase employment for individuals with disabilities. Responsive submissions must demonstrate experience participating in and/or developing and implementing strategic plans. **The resulting strategic plans must address one or both of two priority categories in a local-level service area. The two priority categories are School-to-Work Transition (for high school students with disabilities) and Recruitment, Hiring, and Promotion (of individuals with disabilities).** This procurement is for a new initiative.

Separate proposals are required for each proposed local-level service area.

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### B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

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The Department provides a broad range of services to older adults, individuals 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 ninety legislatively-authorized programs and approximately one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

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

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

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

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**C. OVERVIEW OF THE BUREAU OF REHABILITATION SERVICES**

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The Department's Bureau of Rehabilitation Services (BRS) provides vocational rehabilitation services for eligible individuals with physical and mental disabilities. BRS is responsible for the administration of the Public Vocational Rehabilitation Program (VR), Supported Employment (SE), Independent Living (IL), and Disability Determination Services (DDS). BRS administers most of its programs through offices located throughout the State. In addition, many services funded by BRS are available through community-based agencies including Workforce Investment Boards (WIBs).

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## D. OVERVIEW OF THE CONNECT-ABILITY STRATEGIC PLANNING INITIATIVE

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1. Connect-Ability Grant - In recognition of the many employment-related challenges facing individuals with disabilities in Connecticut, the Federal Centers for Medicare and Medicaid Services awarded the Connect-Ability Grant (formerly the Medicaid Infrastructure Grant [MIG]) to the Department. Funds awarded through the Connect-Ability Grant will be used by the Department to identify barriers and create innovative solutions to increase employment for individuals with disabilities. The following goals of the Connect-Ability Grant are the foundation of the Statewide Connect-Ability Strategic Planning Initiative:
  - a) Improve the transition process for young adults moving from school to post-secondary education or employment
  - b) Increase expectations for individuals with disabilities in achieving career potential
  - c) Increase the recruitment, hiring, and promotion of individuals with disabilities in Connecticut businesses
  - d) Increase access to transportation including a (person-centered) voucher system
2. Eligible Bidders - This RFQ is open to organizations, coalitions, and/or collaborations including, but not limited to, chambers of commerce, employers, schools, community-based organizations, or advocacy organizations with experience participating in and/or developing and implementing strategic plans. Collaboration with other organizations and agencies is required. Private nonprofit organizations or municipalities that have only acted as fiduciary agents or funding pass-through agencies will not have the demonstrated experience.
3. Priority Categories - The resulting strategic plans must address one or both of two priority categories within the local-level service area. The two priority categories are School-to-Work Transition (for high school students with disabilities) and Recruitment, Hiring, and Promotion (of individuals with disabilities). Resulting strategic plans **must** also address the transportation needs of individuals with disabilities within the chosen priority categories.

4. Connect-Ability Strategic Planning Initiative Requirements - Resultant contractors shall be required to develop and implement strategic plans that address one or both of the following priority categories and goals:
- a) Priority Category 1: School-to-Work Transition - Local-level strategic planning initiatives must improve the transition process for young adults moving from school to post-secondary education or employment - Local-level strategic planning initiatives must include the participation of youth with disabilities and youth without disabilities including minority and non-English-speaking populations, wherever possible. For example, youth must be included in and contribute to the resulting strategic planning process, meetings, and conferences. A youth-specific toolkit is being developed by the Department for local-level strategic planning initiative use and will be available in November 2007. Local-level strategic planning initiatives are encouraged to use existing networks and must demonstrate the ability to determine sustainability of local-level initiatives beyond the resultant contract period. Resulting strategic plans must address one or more of the following:
- (1) Mentoring and employment opportunities for youth with disabilities
  - (2) Employment readiness and socialization activities for youth with disabilities
  - (3) Empowerment activities, issues related to disability rights, independent living, and community resources
  - (4) The use of assistive technology in the transition from school to work or post-secondary education
  - (5) Other creative and innovative ideas that address the goal of the School-to-Work Transition priority category

- b) Priority Category 2: Recruitment, Hiring, and Promotion - Local-level strategic planning initiatives must increase the recruitment, hiring, and promotion of individuals with disabilities - Local-level strategic planning initiatives are encouraged to use existing networks and must demonstrate the ability to determine sustainability of local-level initiatives beyond the resultant contract period. Resulting strategic plans must address one or more of the following:
- (1) Design, development, and implementation of a local-level Business Leadership Network or other business-to-business network (see Appendix X, Elements of Business Leadership Network)
  - (2) Design, development, and implementation of diversity training for staff of businesses within the bidder's proposed local-level service areas - the definition of diversity must include individuals with disabilities
  - (3) Design, development, and implementation of workplace changes, such as universal design or ergonomic working arrangements that increase access for all employees including individuals with disabilities
  - (4) Design, development, and implementation of new processes to increase recruitment, interviewing, and hiring of individuals with disabilities
  - (5) Design, development, and implementation of job shadowing, job sampling, and employment-related internship and mentorship opportunities
  - (6) Design, development, and implementation of other creative and innovative ideas that address the goal of the Recruitment, Hiring, and Promotion priority category
- c) Addressing Transportation within Chosen Priority Categories - Transportation continues to be a significant barrier to employment for many individuals with disabilities. Dependable, cost-effective transportation is a critical factor in successful employment. Local-level strategic planning initiatives **must** identify approaches to improve transportation options for individuals with disabilities. Resulting strategic plans must address the transportation needs of individuals with disabilities

within the chosen priority categories. Resulting strategic plans shall:

- (1) Design, develop, and implement a transportation (person-centered) voucher system within the community
- (2) Design, develop, and implement a volunteer transportation network
- (3) Identify and coordinate with existing transportation resources to expand an existing transportation network
- (4) Design, develop, and implement transportation broker services
- (5) Design, develop, and implement other creative and innovative ideas that address transportation needs

5. Planning Phase - Resultant contractors will be given up to six months from the resultant contract start date to develop and submit their resulting strategic plans. The early submission of completed strategic plans is encouraged. During this time, resultant contractors shall have \$25,000 of total funding available to develop strategic plans. While the total amount of the award will be obligated upon approval of the resultant contracts, the resultant contractors shall only be permitted to access \$25,000 of total funding available during the Planning Phase. Further access to funding will only be available if the Department approves the resulting strategic plans. If the Department does not approve the resulting strategic plans, there will be no further payments to the resultant contractors and the contractual relationship between the resultant contractors and the Department shall terminate. The Planning Phase is anticipated to begin on April 1, 2008 and end up to six months later. The six-month Planning Phase includes the development and submission of resulting strategic plans.

Resultant strategic plans must be submitted to the Department for approval prior to the Implementation Phase. Bidders are not required to submit strategic plans in their proposals in response to this RFQ. The following elements must be included in the resulting strategic plans:

- a) Mission Statement - Defines the core purpose of the organization/coalition and describes the current population the organization serves

- b) Vision Statement - Articulates an achievable image of what the local-level service area will look like at the end of the resultant contract period
  - c) Goals - Articulate desirable and measurable results for achieving the stated vision and describes the anticipated accomplishments and outcomes for the population served and the chosen priority categories
  - d) Objectives - Identify the quantifiable interim steps toward achieving stated goals that will serve as the basis for measuring progress
  - e) Strategies - Provide specific actions taken to accomplish stated objectives
6. Implementation Phase - Following the approval of the resulting strategic plans by the Department, the resultant contractors will be required to begin the Implementation Phase. Resultant contractors must demonstrate meaningful inclusion of stakeholders including, but not limited to, businesses, school districts, chambers of commerce, advocacy groups, community-based organizations, and individuals with disabilities in both the Planning Phase and the Implementation Phase. Following the approval of the resulting strategic plans by the Department, resultant contractors shall be permitted to access \$175,000 for the implementation of the resulting strategic plans.
7. Statewide Connect-Ability Grant Evaluation Team - The Department has established the Statewide Connect-Ability Grant Evaluation Team to develop a Statewide Evaluation Plan, implement the evaluation plan, document the overall grant implementation process, and measure outcomes and benchmarks. The Statewide Connect-Ability Grant Evaluation Team will monitor, track, and document the resultant contractors' progress toward achieving the goals of the Connect-Ability Grant. The Statewide Evaluation Plan will serve as a guiding framework, subject to change, based on program and policy modifications throughout the life of the Connect-Ability Grant.

A component of the Statewide Connect-Ability Grant Evaluation shall focus on local-level strategic planning initiatives. The Statewide Connect-Ability Grant Evaluation Team will work with resultant contractors to develop key questions that need to be answered to evaluate the effectiveness of the local-level strategic planning initiatives. Once the resulting strategic plans have been developed, the Statewide Connect-Ability Grant Evaluation Team will work with the

resultant contractors on data collection and analysis that is responsive to the resulting strategic plans. The Statewide Connect-Ability Grant Evaluation Team, in consultation with resultant contractors, will adjust the evaluation strategy, ensuring detailed attention to the specific goals and objectives of the Connect-Ability Strategic Planning Initiative.

8. Technical Assistance - The Department will provide technical assistance to resultant contractors to help carry out activities as specified in this RFQ. Technical assistance will be available for, but is not limited to, the following activities:
  - a) Clarification of policies and/or regulations
  - b) Provision of data, reports, and other resources, such as Statewide needs assessments
  - c) Guidance during the Planning Phase and the Implementation Phase
  
9. Needs Assessments - For bidders' information, the Department is providing the following links to the Medicaid Infrastructure Grant Needs Assessment Final Report and the Connecticut Long-term Care Needs Assessment Reports at <http://www.connect-ability.com/docs/UConnMIGNeedsAssessment.pdf> and [http://www.uconn-aging.uchc.edu/res\\_edu/assessment.html](http://www.uconn-aging.uchc.edu/res_edu/assessment.html), respectively.

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## **SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS**

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### **A. ISSUING OFFICE AND ADMINISTRATION**

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The Department is issuing this RFQ through its Office of Contract Administration. This office is the only contact in the State of Connecticut for this RFQ process. The contact information for the Issuing Office is:

Dorothy DiLernia  
State of Connecticut Department of Social Services  
Contract Administration  
25 Sigourney Street  
Hartford, CT 06106  
Telephone: 860-424-5056  
Fax: 860-424-4953  
E-mail: [Dorothy.DiLernia@ct.gov](mailto:Dorothy.DiLernia@ct.gov)

All questions, comments, submissions, and other communications with the State regarding this RFQ must be addressed to the above-named contact person.

Any material received that does not so indicate its RFQ-related contents will be opened as general mail.

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**B. PROCUREMENT SCHEDULE**

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

Milestones	Anticipated End Date
RFQ posting/release	October 31, 2007
Deadline for <u>mandatory</u> Letter of Intent (no later than <u>3:00 p.m. local time</u> )	November 14, 2007
Deadline for the submission of written questions (no later than <u>3:00 p.m. local time</u> )	November 14, 2007
Posting/release of the Department's official responses to questions (Questions/Answers Addendum)	November 21 , 2007
Submissions due (no later than <u>3:00 p.m. local time</u> )	December 12, 2007
Review of submissions and recommendations made to the Commissioners	To be determined
Announcement of awards for contract negotiation	To be determined
Contract negotiations/contract execution	To be determined
Connect-Ability Strategic Planning Initiative begins	April 1, 2008

The dates for review of submissions and recommendations to Commissioners, the announcement of awards for contract negotiation, and contract negotiations/contract execution will be determined. Dates will be posted in an Addendum to this RFQ on the State Procurement/Contracting Portal at [www.das.state.ct.us/Purchase/Portal\\_home.asp](http://www.das.state.ct.us/Purchase/Portal_home.asp).

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**C. MANDATORY LETTER OF INTENT (LOI)**

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Interested **BIDDERS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of their intent to respond to this RFQ. The LOI must be received by the Issuing Office no later than 3:00 p.m. local time on November 14, 2007.

The LOI may be faxed or e-mailed to the Issuing Office. The LOI must identify the contact person including name, telephone number, fax number, and e-mail address. It is the bidder's responsibility to confirm the Issuing Office's receipt of an LOI.

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

To ensure a fair, open, and competitive process, the Department will not disclose who has submitted LOIs.

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**D. BIDDER'S QUESTIONS**

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Interested bidders may submit questions regarding this RFQ to the Issuing Office by fax or e-mail directed to the Issuing Office. To be considered, questions regarding this RFQ must be received by the Issuing Office no later than 3:00 p.m. local time on November 14, 2007. The early submission of questions is encouraged. It is solely the bidder's responsibility to ensure and verify the Department's receipt of questions.

The Issuing Office will respond only to those questions that meet the stated due date and time and criteria listed above. Official responses to all questions will be in a Questions/Answers Addendum to this RFQ posted on the State Procurement/Contracting Portal at [www.das.state.ct.us/Purchase/Portal/Portal\\_home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_home.asp). The anticipated posting/release date for the Questions/Answers Addendum is November 21, 2007. It is solely the bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addendums or official announcements pertaining to this RFQ. To provide a responsive submission, THE BIDDER SHALL include a signed acknowledgment of the receipt of each Addendum posted to the State Procurement/Contracting Portal.

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

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**E. EVALUATION AND SELECTION**

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

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**F. CONTRACT EXECUTION**

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

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**G. BIDDER DEBRIEFING**

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The State will notify all bidders of any award issued by it as a result of this RFQ. Unsuccessful bidders may, within thirty days of the signing of the resultant contracts, request a meeting for debriefing and discussion of their submission by contacting the Issuing Office in writing at the address previously provided. Debriefing will not include any comparisons of unsuccessful submissions with other submissions.

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**H. RIGHTS RESERVED**

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

1. Cancellation - Cancel this procurement at any time prior to the contract award
2. Amendment of procurement - Amend this procurement at any time prior to contract award
3. Refusal to accept - Refuse to accept or return accepted submissions that do not comply with procurement requirements
4. Rejection of incomplete submission - Reject any submission in which any part of the submission is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all submissions)

5. Prior contract default - Reject the submission of any bidder in default of any prior contract or for the misrepresentation of material presented
6. Receipt of submissions after stated due date and time - Reject or refuse to evaluate any submission that is received after the stated due date and time
7. Written clarification - Require bidders, at their own expense, to submit written clarification of submissions in a manner or format that the Department may require
8. Oral clarification - Require bidders, at their own expense, to make oral presentations at a time selected and in a place provided by the Department

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

9. Onsite visits - Make onsite visits to the operational facilities of bidders to further evaluate the bidder's ability to perform the duties required in this RFQ
10. Allowance of submission changes - Except as may be authorized by the Department, allow no additions or changes to the original submission after the stated due date and time
11. Property of the State - Own all submissions provided in response to this procurement upon receipt by the Department
12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State
13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFQ
14. One or more bidders - Contract with one or more bidders
15. Submission most advantageous - Consider cost and all factors in determining the most advantageous submission for the Department when awarding a bidder the right to negotiate a contract with the Department (while cost is a factor in determining the bidder to be

awarded the right to negotiate a contract with the Department, price alone shall not determine successful bidders)

16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department will be served
17. Privileged and confidential information - Share the contents of any submission with any of its designees for purpose of evaluating submissions to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract terms shall be privileged and confidential)
18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives)
19. Unacceptable submissions - Reopen the bidding process if advantageous to the Department

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**I. SUBMISSION PRESENTATION EXPENSES**

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The State of Connecticut and the Department assume no liability for payment of expenses incurred by bidders in preparing and providing submissions in response to this procurement.

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**J. SUBMISSION DUE DATE AND TIME**

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The Issuing Office must receive submissions no later than 3:00 p.m. local time on December 12, 2007. The Department will not consider a postmark date as the basis for meeting the submission due date and time. Bidders shall not interpret or otherwise construe receipt of a submission after the stated due date and time as acceptance of the submission, since the actual receipt of the document is a clerical function. The Department suggests the bidder use certified or registered mail to deliver the submission when the bidder is not able to deliver the submission by courier or in person. Bidders that are hand-delivering submissions will not be granted access to the building without photo identification and shall allow extra time for security procedures. Bidders must address all RFQ communications to the Issuing Office.

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## K. ACCEPTANCE OF SUBMISSION CONTENTS

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If acquisition action ensues, the contents of this RFQ and the submissions of the successful bidders will form the basis of contractual obligations in the final contract. The resultant contracts will be Personal Services Agreements (PSA) (Appendix I) between the successful bidders and the Department. The bidder's submission must include a Signatory Acceptance (Appendix II), without qualification, of all terms and conditions as stated in this RFQ and the Mandatory Terms and Conditions for a PSA. Successful bidders may suggest alternate language after having accepted without qualification the Mandatory Terms and Conditions as specified in the PSA. The Department may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contracts; however, the Department's decision is final. Any submission that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

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## L. BIDDER ASSURANCES

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1. Independent price determination - By provision of a submission and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:
  - a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
  - b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor.
  - c) Competition - No attempt has been made or will be made by the bidder to induce any person or firm to respond or not to respond for restricting competition.

- d) Prior knowledge - The bidder has no prior knowledge of RFQ contents prior to actual receipt of this RFQ and had no part in RFQ development.
  - e) Offer of gratuities - The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the resultant contractors, the resultant contractors' agents, or the resultant contractors' employees.
  - f) Campaign contribution restrictions - The bidder certifies receipt of SEEC Form 11 (Appendix IX).
- 2. Valid and binding offer - The submission represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.
  - 3. Press releases - The bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contracts.
  - 4. Restrictions on communications with Department staff - The bidder agrees that from the posting/release date of this RFQ until the Department makes an award that it shall not communicate with the Department's staff on matters relating to this RFQ except as provided herein through the Issuing Office. Any other communication concerning this RFQ with any of the Department's staff may, at the decision of the Department, result in disqualification of that bidder's submission.

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**M. FREEDOM OF INFORMATION**

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

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

In any case, the narrative portion of the submission may not be exempt from release. Between the bidder and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

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**N. AFFIRMATIVE ACTION**

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

1. The bidder's success in implementing an affirmative action plan
2. The bidder's success in developing an apprenticeship program complying with CGS §46a-68-1 to 46a-68-17, inclusive
3. The bidder's promise to develop and implement a successful affirmative action plan
4. The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
5. The bidder's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See CGS §4a-60)

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**O. RESULTANT CONTRACT PERIOD**

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The Department anticipates awarding up to ten resultant contracts to successful bidders - up to \$200,000 each for the development and implementation of local-level strategic plans. The total funding available

through this procurement shall not exceed \$2,000,000. The resultant contracts will consist of two phases. The Planning Phase is anticipated to begin on April 1, 2008 and end up to six months later. The Implementation Phase will begin upon Department approval of resulting strategic plans and end on December 31, 2009.

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## **SECTION III - GENERAL SUBMISSION REQUIREMENTS AND STRUCTURE**

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### **A. GENERAL SUBMISSION REQUIREMENTS**

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Bidders must adhere to the Department's rules as established in this RFQ for submission consideration, format, and content. The Department requires each bidder, at a minimum, to clearly describe how the specifications in this RFQ will be met. Responsive submissions must provide evidence of experience participating in and/or developing and implementing strategic plans. The submission structure requirements and the submission content requirements are listed below. Bidders must respond to each content requirement that begins with **THE BIDDER SHALL**. Submissions must provide evidence of successful experience or competence.

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### **B. INSTRUCTIONS FOR SUBMISSION STRUCTURE**

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1. Delivery Condition - An original (clearly marked) and six exact, legible copies of the submission must be provided in clearly identified ("**Connect-Ability Strategic Planning Initiative RFQ**") sealed envelopes or sealed boxes by the stated due date and time. In addition, one exact electronic copy of the entire submission in a non-PDF format must be submitted, except for those required documents that cannot be converted into electronic format.
2. Submission Structure - The Department has structured the submission requirements into four distinct parts
  - a) Transmittal Communication, Forms, and Acceptances
  - b) Organizational Capacity and Structure
  - c) Scope of Services

d) Business Cost Submission

3. Submission Construction -

- a) Binding of Submissions - To provide a responsive submission, **THE BIDDER SHALL** provide a submission in a format that will allow updated pages to be easily incorporated into the original submission. An original (clearly marked) and six exact, legible copies of the submission must be provided in loose leaf or spiral-bound notebooks with the official name of the bidder appearing on the outside front cover of each binder and on each page of the submission (location is at the bidder's discretion).
- b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the submission. The title of each part must appear on the tab sheet.
- c) Table of Contents (TOC) - Each submission must incorporate a TOC. It is through this TOC that the Department will evaluate conformance to uniform submission content and format.
- d) Cross-referencing RFQ and Submission - Each section of the submission must cross-reference the appropriate section of this RFQ that is being addressed. This will allow the Department to determine uniform compliance with specific RFQ requirements.
- e) Page Numbers - Each page of each part of the submission must be numbered consecutively in Arabic numerals from the beginning of the submission through all appended materials.
- f) Page Format - The standard format to be used throughout the submission is:
- (1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced
  - (2) Pitch shall be a maximum of ten characters per inch
  - (3) Font shall be either Arial or Times New Roman and a minimum of twelve point
  - (4) The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch

- (5) Graphics may have a landscape orientation, bound along the top (11") side (if oversized, graphics may have a maximum of one fold)
- (6) Graphics may have a smaller text spacing, pitch, and font size

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## SECTION IV - SUBMISSION CONTENTS

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### A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

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Each submission must include an original (clearly marked) and six exact copies clearly identified as "**Connect-Ability Strategic Planning Initiative RFQ.**" One exact electronic copy (floppy or compact disk) must be submitted as well.

1. Transmittal Letter - To provide a responsive submission, **THE BIDDER SHALL** submit the original submission (clearly marked) and all copies with a Transmittal Letter limited to two pages, which addresses each of the bidder assurances in Section II.L of this RFQ. The Transmittal Letter must include the bidder's Federal Employer Identification Number, if the bidder is an organization or the bidder's Social Security Number, if the bidder is an individual.
2. Table of Contents (TOC) - To provide a responsive submission, **THE BIDDER SHALL** include a TOC for the entire submission beginning with the Executive Summary including all appendices.
3. Executive Summary - To provide a responsive submission, **THE BIDDER SHALL** include a high-level summary limited to two pages that summarizes the content of the submission. The Executive Summary must list the bidder's chosen priority categories and the proposed local-level service areas.
4. Addendum Acknowledgements - To provide a responsive submission, **THE BIDDER SHALL** include the signed acknowledgement of its receipt of any and all Addendums issued for this RFQ.
5. Procurement and Contractual Agreements Signatory Acceptance (Appendix II) - To provide a responsive submission, **THE BIDDER**

- SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix I).
6. Workforce Analysis Form (Appendix III) - To provide a responsive submission, **THE BIDDER SHALL** complete the Workforce Analysis Form. This form shall be completed by bidders with Connecticut worksites.
  7. Notification to Bidders Form (Appendix IV [signed]) - To provide a responsive submission, **THE BIDDER SHALL** summarize the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, to provide a responsive submission, **THE BIDDER SHALL** address in writing the following five factors, as appropriate, to the bidder's particular situation. These factors are:
    - a) Affirmative Action Plan - The bidder's success in implementing an Affirmative Action Plan
    - b) Development of Affirmative Action Plan - The bidder promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place
    - c) Apprenticeship Program - The bidder's success in developing an apprenticeship program complying with CGS §§46a-68-1 to 46a-68-17, inclusive
    - d) EEO-1 Data - The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
    - e) Set-aside for Minority Businesses - The bidder's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises, and to provide the Department Set-aside Reports in a format required by the Department
  8. Smoking Policy (Appendix V - signed Statement, if applicable) - If the bidder is an employer subject to the provisions of CGS §31-40q, to provide a responsive submission, **THE BIDDER SHALL** agree to provide the Department/DSS with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the bidder is not subject to the provisions of CGS §31-40q prior to contract approval.

9. Certification Regarding Lobbying (Appendix VI) - To provide a responsive submission, THE BIDDER SHALL include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
10. Contract Affidavits/Certifications - Connecticut General Statutes (CGS) §§4-250 through 4-252 require that State contracts with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To provide a responsive submission, THE BIDDER SHALL include a completed Gift and Campaign Contribution Certification (Appendix VII) and a Consulting Agreement Affidavit (Appendix VIII).

If a bidder is exempt from the Contract Affidavit/Certification Requirements, the bidder must indicate this fact on the affidavits/certifications and return the forms with the submission.

11. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix IX) - With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

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**B. ORGANIZATIONAL CAPACITY AND STRUCTURE (MAXIMUM FIFTEEN PAGES)**

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General - The submission must clearly describe the bidder's ability and competence to perform the requirements under this RFQ. A responsive submission will describe the bidder's experience developing and implementing resulting strategic plans, the bidder's understanding of the goals of the Connect-Ability Grant, the organizational capacity and readiness to develop and implement strategic plans, and the strength and commitment of community collaborators.

1. Overall Qualifications - To provide a responsive submission, **THE BIDDER SHALL** summarize the bidder's overall qualifications to implement the Connect-Ability Strategic Planning Initiative. At a minimum, the summary must include the following specific details regarding the bidder:
  - a) Agency establishment date, the agency mission at time of establishment, the current agency mission, and if the current agency mission is different from the original, a description of the changes in focus that led to the current mission
  - b) Agency size including annual budget, revenues, and number and type of personnel
  - c) Organizational changes within the last two years including any reorganization and/or turnover of key personnel, acquired grants for current programs, and lost grants including the reasons for loss of grants
  - d) Experience relevant to the functions to be performed under the resultant contracts and a summary of recent contracts for strategic planning (the summary must include bidder's involvement in strategic planning process, strategic plans currently in place, focus of strategic plan, process used to develop strategic plan including major elements of the plan, creative and innovative approaches used, and stakeholder involvement)
  
2. Ability to Implement Initiative - The submission must detail the bidder's ability to implement the Connect-Ability Strategic Planning Initiative. To provide a responsive submission, **THE BIDDER SHALL:**
  - a) Describe prior and related experience working with local-level collaborations
  - b) Describe prior and related experience serving individuals with disabilities

c) Describe with whom the bidder will collaborate to achieve the goals of the Connect-Ability Strategic Planning Initiative including:

(1) Description of why and how the bidder will engage and collaborate with other local-level organizations

Collaborations may include, but are not limited to:

- (a) Employers and/or employer associations, such as chambers of commerce and business and industry groups
- (b) School districts
- (c) Advocacy organizations
- (d) Local transportation networks, such as Regional Planning Organizations
- (e) Elder networks
- (f) State agencies, such as the State of Connecticut Department of Mental Health and Addiction Services, the State of Connecticut Department of Labor, the State of Connecticut Department of Mental Retardation, and the Board of Education and Services for the Blind

The description must include organization name, address, current telephone number, and name of contact person for each collaborator.

(2) Role of each collaborator including period of each collaborator's involvement

(3) Methods and approaches of engaging collaborators in the development and implementation of resulting strategic plans

(4) Letters of commitment from each collaborator with whom the bidder proposes a collaboration

Letters of commitment, which must be signed by the proposed collaborator's official, must state the willingness

of the collaborator to enter into a collaborative relationship with the bidder if the latter is successful in its submission and in negotiating a resultant contract under the Connect-Ability Strategic Planning Initiative. Letters of commitment are limited to two pages per collaborator. Letters of commitment are not included in the page limitation of this section.

3. Key Personnel and Staff Resources -

- a) A responsive submission must identify key positions that will be responsible for the tasks set forth in this RFQ. Key positions shall include, but are not limited to, the Coordinator who will be responsible for the implementation of the tasks set forth in this RFQ. The Coordinator will be expected to respond to the Department's requests for status updates and all required reports. To provide a responsive submission, THE BIDDER SHALL:
- (1) Provide an organizational chart detailing how the staffing for the Connect-Ability Strategic Planning Initiative fits within the bidder's organizational structure
  - (2) Describe how the proposed organizational structure will support the implementation of the Connect-Ability Strategic Planning Initiative
  - (3) Provide the names and titles of key personnel proposed for the Connect-Ability Strategic Planning Initiative and the hours and percentages of time dedicated to the Connect-Ability Strategic Planning Initiative
  - (4) Justify its staffing resources to successfully meet its RFQ response requirements in light of any other similar obligations for any other entity
  - (5) Include a detailed description and timeline of the steps to be taken by the bidder to establish and fill the key positions before the anticipated contract start date, if the key positions identified by the bidder are not currently established and/or filled

b) Job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions - To provide a responsive submission, **THE BIDDER SHALL:**

- (1) Provide job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions
- (2) Specify the contract-related experience, credentials, education and training, and work experience required in job descriptions for proposed key positions and in the resumes for key personnel proposed to fill the key positions including:
  - (a) Experience with bidder
  - (b) Education, experience, and training relevant to strategic planning
  - (c) Names, positions, titles, and telephone numbers of persons able to provide information concerning the individuals' experience and competence
  - (d) The name of at least one customer and a brief description of the responsibility of the individual to the project for each project referenced in resumes

Resumes for key personnel proposed to fill the key positions are limited to two pages per resume. Resumes for key personnel proposed to fill the key positions and job descriptions for proposed key positions are not included in the page limitation of this section.

- c) Bidder References - To provide a responsive submission, **THE BIDDER SHALL** include three specific programmatic references for the bidder. References must be individuals able to comment on the bidder's ability to perform the services specified in this RFQ. The contact person must be an individual familiar with the organization and its day-to-day performance. If the bidder has been a State contractor within the last five years, the bidder must include a State of Connecticut reference. Bidders are strongly encouraged to contact their references to ensure the accuracy of their contact information and their willingness and ability to be a reference. References must include the organization's name, address, current telephone number, and

name of a specific contact person. The Department expects to use these references in its evaluation process.

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C. **SCOPE OF SERVICES (MAXIMUM FIVE PAGES)**

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1. Development of Resulting Strategic Plans - To provide a responsive submission, THE BIDDER SHALL describe the process the bidder would use to develop resulting strategic plans including:
  - a) Description of a process for developing the resulting strategic plans including how current climate will be assessed and any creative and innovative approaches the bidder will apply to strategic planning under the Connect-Ability Strategic Planning Initiative
  - b) Brief description of a process for involving and cultivating buy-in from key stakeholders
  - c) Description of bidder's strategy to include youth, individuals with disabilities, and minority and non-English-speaking populations in the proposed local-level service areas
  - d) Work plan detailing timeline/implementation of specific strategic planning activities and milestones including start and end dates
2. Proposed Local-level Service Areas - Local-level service areas are the cities/towns or regions in which an organization operates. To provide a responsive submission, THE BIDDER SHALL identify its proposed local-level service areas.
3. Sustainability - Submissions must demonstrate the ability to determine sustainability of the local-level initiatives beyond the resultant contract period. To provide a responsive submission, THE BIDDER SHALL describe the bidder's ability to comply with the sustainability requirement.
4. Technical Assistance - To provide a responsive submission, THE BIDDER SHALL describe in detail any technical assistance the resultant contractors may require from the Department to implement the Connect-Ability Strategic Planning Initiative.
5. Implementation Phase Reporting Requirements - In conducting local-level activities, resultant contractors shall be expected to work with the

Statewide Connect-Ability Grant Evaluation Team on data instrumentation, data collection, and reporting of standardized measurable outcomes for all Connect-Ability Strategic Planning Initiative activities. This reporting will be done through a Web-based platform, whenever possible. Data will include collection of local-level data to measure the effectiveness of local-level strategic planning initiatives. Resultant contractors shall be expected to report quarterly in a format to be approved by the Department. These reports may include, but not be limited to, qualitative and quantitative measures, narrative reporting of highlights and accomplishments, documentation of any programmatic challenges and corrective action plans, and results of client satisfaction surveys. The resultant contractors shall be expected to fully cooperate with the data collection and requirements established by the Department and with any Department staff performing contract-monitoring functions. To provide a responsive submission, **THE BIDDER SHALL** describe the bidder's ability to comply with the above-stated requirements.

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D. **BUSINESS COST SUBMISSION**

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1. Audited Financial Statements - To provide a responsive submission, **THE BIDDER SHALL** provide audited financial statements for each of the last two appropriate fiscal years. If audited financial statements for each of the two appropriate fiscal years are not available, the bidder shall provide comparable statements that will document the financial stability of the bidder and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements do not count toward the total page limit of the submission.

Implementation Phase Budget - If resulting strategic plans are approved, resultant contractors will be requested to submit a line-item budget for the Implementation Phase.

Payment Structure - The resultant contract between the successful bidders and the Department will include payment provisions wherein the resultant contractors shall be compensated on a deliverable basis. Payments for services will be made regularly in accordance with submitted invoices and required financial and programmatic reports as further described in the PSA Terms and Conditions. An initial payment of \$25,000 shall be paid to the resultant contractor upon full execution of the resultant contract.

No cost information or other financial information may be included in any other portion of the submission. Any submission that fails to adhere to this requirement may be disqualified as non-responsive.

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## **SECTION V - SUBMISSION EVALUATION**

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### **A. OVERVIEW OF THE EVALUATION OF SUBMISSIONS**

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The Department will conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. An Evaluation Team has been established to assist the Department in selection of resultant contractors. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting recommendations to the Commissioners. The Commissioner of Social Services will notify the selected bidders that the organization has been awarded the right to negotiate a contract with the Department for the Connect-Ability Strategic Planning Initiative.

The evaluation will be conducted in five phases:

- Phase One - Evaluation of General Submission Requirements and Structure
- Phase Two - Evaluation of the Organizational Capacity and Structure
- Phase Three - Evaluation of the Scope of Services
- Phase Four - Evaluation of the Business Cost Submission
- Phase Five - Ranking of the Submissions

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

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The purpose of this phase is to determine whether each submission is sufficiently responsive to the General Submission Requirements to permit a complete evaluation of the submission. Submissions must comply with the instructions to bidders contained throughout. Failure to comply with the

instructions may deem the submission non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities. The General Submission Requirements are spelled out in Section III.

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**C. PHASE TWO - EVALUATION OF THE ORGANIZATIONAL CAPACITY AND STRUCTURE**

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Only those submissions passing the General Submission Requirements review will be considered in Phase Two. The Department reserves the right to reject any and all submissions.

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

The Department will evaluate the experience of proposed key personnel, agency and individual resources, and qualifications and affirmative action achievement (as demonstrated on the Workforce Analysis Form) of the bidder. The Department will determine to what extent the organization and its key personnel have the ability to work effectively with the Department to successfully develop and implement strategic plans. The Department will also assess the ability of the bidder to take on the additional workload that would be generated by the resultant contract and the bidder's financial ability to undertake the resultant contract. References will be checked. The Organizational Capacity and Structure section of the submission will be worth 70 percent of the available points for the entire submission.

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

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The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFQ including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the bidder is in responding to the functional and technical requirements outlined in this RFQ. The Scope of Services section of the submission will be worth 20 percent of the available points for the entire submission.

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**E. PHASE FOUR - EVALUATION OF THE BUSINESS COST SUBMISSION**

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The Business Cost Submission will be worth 10 percent of the available points for the entire submission. It will be scored for financial stability as demonstrated through the submission of financial statements.

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**F. PHASE FIVE - RANKING OF THE SUBMISSIONS**

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Upon completion of Phase One and Phase Two, it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the submissions, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner of Social Services, at his discretion, reserves the right to approve or reject the Evaluation Team's recommendations.

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**SECTION VI - APPENDICES**

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## APPENDIX I - MANDATORY TERMS AND CONDITIONS

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### Section 1 - General RFQ Provisions:

#### 1.1 Preparation Expense

The State of Connecticut assumes no liability for payment of expenses incurred by respondents in preparing and providing submissions in response to this procurement.

#### 1.2 Insurance

By provision of a submission the bidder agrees that it will carry insurance, (liability, fidelity bonding, workers' compensation or surety bonding and/or other), as specified in a resultant contract, during the term of the contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits, or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including, but not limited to, any claims or demands of malpractice. Certificates of such insurance shall be filed with the Contract Administrator prior to the performance of services.

#### 1.3 Suspension or Debarment

By provision of a submission, the bidder certifies the bidder or any person (including subcontractors) involved in the administration of Federal or State funds:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, state or Federal)
- b. Has not within a three-year period preceding the application submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state or Federal) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the above offenses
- d. Has not within a three-year period preceding the application submission had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

#### 1.4. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFQ and are mandatory for any resultant contracts. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, "contract," refers to any resultant contract to this RFQ, although the term, "contract," as used in these terms and conditions does not suggest, warrant, nor guarantee that the Department will enter into a contract as a result of this RFQ. Also, as used in these mandatory terms and conditions, the term, "contractor," refers to any resultant contractor to this RFQ, although the term, "contractor," does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFQ.

#### Section 2 - General Contract Provisions:

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

##### A. Contract Term

- 1. The contract term shall be subject to contract negotiations between the Department and the resultant contractor.
- 2. Notices

Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt will be obtained), or three days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

In case of notice to the contractor:

To be determined

In case of notice to the Department:

To be Determined  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106

Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

B. Contractor Obligations

1. Credits and Rights in Data

- (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the Federal government. All such publications shall be released in conformance with applicable Federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use, and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor.

The Contractor does not assume any responsibility for the use, publication, or disclosure solely by the Department of such data.

- (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

2. Organizational Information, Conflict of Interest, IRS Form 990

Annually during the term of the contract, the Contractor shall submit to the Department the following:

- (a) A copy of its most recent IRS Form 990 submitted to the Federal Internal Revenue Service
- (b) Its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

3. Federal Funds

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

4. Audit Requirements

The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal years in which the award was made. The Contractor will comply with Federal and state single audit standards as applicable.

5. Prohibited Interest

The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

6. Offer of Gratuities

By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

7. Related Party Transactions

The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

- (a) Real estate sales or leases
- (b) Leases for equipment, vehicles or household furnishings
- (c) Mortgages, loans and working capital loans

- (d) Contracts for management, consultant, and professional services as well as for materials, supplies and other services purchased by the Contractor

8. Lobbying

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

9. Suspension or Debarment

- (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local)
  - (2) Within a three-year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
  - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses
  - (4) Has not within a three-year period preceding this agreement had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Department.

10. Liaison

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

11. Subcontracts

None of the services to be provided by the contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document, and records, provided for in paragraph 2.11 infra. No subcontract or delegation shall relieve or discharge the contractor from any obligation, provision, or liability thereunder.

The contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small, minority, and women's businesses in accordance with Conn. Gen. Stat. Section 4a-60.

12. Independent Capacity of Contractor

The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

13. Indemnification

- (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
  - (1) Claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties

- (2) Liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract (The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.)
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

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

- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the Federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
- (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy

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

16. Facility Standards and Licensing Compliance

The Contractor will comply with all applicable local, state and Federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and

Federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance, or criteria.

17. Reports

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

18. Delinquent Reports

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

19. Record Keeping and Access

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, Federal agencies. The Contractor shall retain all such records concerning this contract for a period of three years after the completion and submission to the state of the Contractor's annual financial audit.

20. Workforce Analysis

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

21. Litigation

- (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including, but not limited to, financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
- (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or Federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of Federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation, and Termination

1. Contract Revisions and Amendments

- (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
- (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.
- (c) No amendments may be made to a lapsed contract.

2. Contract Reduction

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
  - (1) The Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld

- (2) Federal funding reductions result in reallocation of funds within the Department.
  - (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.
3. Default by the Contractor
- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
    - (1) Withhold payments until the default is resolved to the satisfaction of the Department
    - (2) Temporarily or permanently discontinue services under the contract
    - (3) Require that unexpended funds be returned to the Department
    - (4) Assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department
    - (5) Require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance
    - (6) Terminate this contract
    - (7) Take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the programs provided under this contract or both
    - (8) Any combination of the above actions

- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable timeframes. Within five business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
- (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

#### 4. Non-enforcement Not to Constitute Waiver

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

5. Cancellation and Recoupment

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five business days of cancellation. Within five business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Department. This action of the Commissioner shall be considered final.
- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- (d) The Department reserves the right to recoup any deposits, prior payment, advance payment, or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of programs under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. Equipment

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

7. Transition after Termination or Expiration of Contract

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

8. Program Cancellation

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

9. Mergers and Acquisitions

- a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department
- (b) At least ninety days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable Federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E; *and*
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 CFR §160.103; *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 CFR §160.103; *and*

- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 CFR §160.103; *and*
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Business Associate” shall mean the Contractor.
  - (2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.
  - (4) “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR §164.502(g).
  - (5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Parts 164, subparts A and E.
  - (6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.
  - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 CFR §160.202.
  - (10) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

- (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
  - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and parts 164, subpart A and C.
- (h) Obligations and Activities of Business Associates
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
  - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate
- (1) General Use and Disclosure Provisions - Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity

as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

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

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

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity

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

(l) Term and Termination

- (1) Term - The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible.
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3) Effect of Termination

- (A) Except as provided in (l)(2) above, upon termination of his Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions

- (1) Regulatory References - A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment - The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival -The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract - Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

- (5) Construction - This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.
  - (7) Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.
2. Americans with Disabilities Act of 1990 - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC §§12101-12189 and §§12201-12213) (Supp. 1993), 47 USCS §§225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability, which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC §794 (Supp. 1993), regarding access to programs and facilities by individuals with disabilities.

3. Utilization of Minority Business Enterprises - It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 CFR §§74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds, and §§13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
4. Priority Hiring - Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
5. Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by Conn. Gen. Stat. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the Connecticut General Statutes:
  - (a)
    - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
    - (2) The Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers'

representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

- (3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the Connecticut General Statutes.
  - (4) The Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and §46a-56 of the Connecticut General Statutes.
- (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved.
  - (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.
  - (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§46a-56, 46a-68e and 46a-68f.
  - (5) The Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. §46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise
  - (2) Who have the power to direct the management and policies of the enterprise
  - (3) Who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §49-60g.
- (c) For the purposes of this section, “good faith” means that degree of diligence, which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices, affirmative action advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the

commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
  - (e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56, provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
7. Government Function, Freedom of Information - If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. §1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.
8. Whistleblowing - This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's

continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place, which is readily available for viewing by the employees of the Contractor.

9. Campaign Contribution Restrictions - On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

10. Non-smoking - If the Contractor is an employer subject to the provisions of §31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

11. Executive Orders

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

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

- (b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:
- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow
  - (2) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury
  - (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site
  - (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules

- (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) Executive Order No. 7C: Contracting Standards Board - This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state contracting agency termination of this Contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state contracting agency.

- (2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or Federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments, and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

12. Change order process

The Department may, at any time, with written notice to the contractor, make changes within the general scope of the contract. Such changes may include activities required by new or amended Federal or State laws or regulations or quality related projects that are identified following the execution of the contract. The Department may reimburse the contractor for any activities required by new or amended State or Federal laws or regulations not mentioned in the Scope of Work or for any other changes outside the Scope of Work defined in the contract, which the Department deems necessary.

The written Change Order issued by the Department shall specify whether the change is to be made on a certain date or placed into effect only after approval of the contractor's fee or cost submission as described in the following paragraph. No changes in scope are to be conducted except by the express written approval of the Department's Contract Administrator.

As soon as possible after receipt of a written Change Order request, but in no event more than five business days thereafter, the contractor shall provide the Department with a written statement that the change has a cost neutral effect on the Department, or that there is a cost impact, in which case the statement shall include a description of the cost involved in implementing the change.

Significant Change Order work may require authorization from the State of Connecticut Office of Policy and Management in order to amend the contract to allocate additional funds to this project.

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**APPENDIX II - PROCUREMENT AND CONTRACTUAL AGREEMENTS  
SIGNATORY ACCEPTANCE**

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Statement of Acceptance

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

Acceptance Statement

On behalf of \_\_\_\_\_ I,  
\_\_\_\_\_ agree to accept the Mandatory Terms and  
Conditions as set forth in the Department of Social Services' Connect-Ability  
Strategic Planning Initiative Request for Qualifications.

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX III - WORKFORCE ANALYSIS FORM**

Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Total number of CT employees: \_\_\_\_\_  
 Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

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

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

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Implementation \_\_\_\_\_  
If the answer is "No," explain.
- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
Explanation:

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date [WFA 5/93]

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**APPENDIX IV - NOTIFICATION TO BIDDERS FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On Behalf of: \_\_\_\_\_

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

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## APPENDIX V - SMOKING POLICY

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### Connecticut General Statutes

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

- a) As used in this section:
- i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
  - ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.
  - iii. "Employee" means any person engaged in service to an employer in the business of his employer.
  - iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
  - v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

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

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

Cited. 24C. 666,672-674.

Subsection (b):

Cited. 224C. 666, 674.

Connect-Ability SPI RFQ #103107\_CSPI\_RFQ

Release Date: October 31, 2007

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**APPENDIX VI - CERTIFICATION REGARDING LOBBYING**

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Contractor: \_\_\_\_\_

Period: \_\_\_\_\_

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

1. No Federally-appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Firm/Organization

\_\_\_\_\_  
Date

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



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

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

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

**CHECK ONE:**

- Initial gift and campaign contribution certification.
- Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

**CERTIFICATION:** [Number of Certifications Sworn and Subscribed On This Day: \_\_\_\_\_]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no **gifts** were made, as defined and described in CGS §§4-250(1) and 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, **except for the gift(s) listed below:**

<u>Date of Gift</u>	<u>Name of Gift Giver</u>	<u>Name of Recipient</u>	<u>Value</u>	<u>Gift Description</u>
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I further certify that neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on **gifts** by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in CGS §4-250(c).

I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any **campaigns** of candidates for statewide public office or the General Assembly.

I further certify that the contractor made the bid or submission without fraud or collusion with any person.

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

Printed Contractor Name	Signature of Authorized Official	Date
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Federal Employer ID Number (FEIN) or Social Security Number (SSN)	Printed Name of Authorized Official
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Awarding State Agency	Start Date of Agency Planning	Contract Execution Date
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Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

APPENDIX VIII - CONSULTING AGREEMENT AFFIDAVIT



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes §4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

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

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [ ] YES [ ] NO

If YES: Name of Former State Agency Termination Date of Employment

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

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

Federal Employer ID No. (FEIN) or Social Security Number (SSN) Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_ day of \_\_\_\_, 200\_\_.

Commissioner of the Superior Court or Notary Public

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**APPENDIX IX - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

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SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

\$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences

of their violations, may also be subject to civil penalties of \$2,000 or twice the amount of the prohibited contributions made by their principals.

#### Criminal penalties

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

#### Contract Consequences

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

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

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

Additional information and the entire text of P.A. 07-1 may be found on the Web site of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

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## APPENDIX X - Elements of Business Leadership Network

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### U.S. Business Leadership Network Overview -

The U.S. Business Leadership Network (USBLN) is the national organization that supports development and expansion of its BLN chapters across the country, serving as their collective voice. It is the only national disability organization led by business for business. The USBLN recognizes and promotes best practices in hiring, retaining, and marketing to individuals with disabilities. There are forty-four BLN chapters in thirty-two including the District of Columbia, representing more than five thousand employers across the United States. The BLN uses a business-to-business approach to educate, promoting the business imperative of including individuals with disabilities in the workforce.

BLN chapters are business organizations headed by a Lead Business that exemplifies these practices and shares experiences with other members-employers within the state or region. These activities include career fairs, disability mentoring and internship programs, and training programs including disability business etiquette, accommodation, and other disability issues deemed significant to employers. Businesses join BLN chapters to learn how to expand their diversity recruitment efforts to include individuals with disabilities - not as a social model but as a business case to recruit talent and better serve their customers. BLN successes serve the workplace, the marketplace, the community, and the economy. The USBLN vision is that every employer recognizes and benefits from the best practice of including individuals with disabilities in their workforce and marketplace.

### History -

The USBLN was originally established in 1994 through the President's Committee on Employment with People with Disabilities (PCEPD) with a national business advisory board chaired by Tom Donohue, the President of the U.S. Chamber of Commerce. The network was distributed throughout various governor and mayor committees on disability with the concept that business understands business best, underscoring for the first time that employers should be recognized as valued customers of the vocational rehabilitation system. Chapters, led by large companies including Medtronic, Motorola, General Motors, and SunTrust Bank; smaller employers including Boddie Noell Enterprises and Oklahoma One Call; universities including The George Washington University, Harvard University, University of Alabama; and chambers of commerce in Utah and Maryland, continued to develop based on the principle of business to business.

Most chapters are volunteer organizations with loaned executives, some are incorporated as 501(c)(3) nonprofits and some have executive director and/or paid

staff. Prior to 2002, there were no national organizational structure guidelines, and chapters were developed based on the regional needs of employers seeking to add individuals with disabilities into their workforce. With President George W. Bush's creation of the Office of Disability Employment Policy, an office with an assistant secretary level within the U.S. Department of Labor in 2000, the President's Committee was abolished. At that time, business leaders within the BLN chapters met at their annual national conference and voted to establish a national trade association known as the U.S. Business Leadership Network, which would establish an organizational structure and promote the development and growth of chapters across the U.S. A steering committee selected by the U.S. Chamber of Commerce from loaned executives based within chapters (SunTrust Bank, Nordstrom, McDonald's, Oklahoma One Call, Boddie Noell Enterprises, Motorola, and the U.S. Chamber of Commerce). This steering committee incorporated the USBLN as a 501(c)(6) and has established requirements for chapter development.

In 2004, the USBLN chapters elected representatives from chapters across the U.S. to serve as the first USBLN Board of Directors. The induction ceremony was held at the U.S. Chamber of Commerce. Each member serves for three years. The officers are President: SunTrust Bank, Vice President: Qualcomm, Secretary: Wachovia Bank, and Treasurer: U.S. Chamber of Commerce. Other directors are Harvard University, Wells Fargo, Northern Kentucky Chamber of Commerce, and Medtronic.

#### Starting and Operating a BLN (first published fall 2000) -

Twenty-eight states are currently engaged in or starting BLN programs. For more information on Connecticut Business Leadership Network, visit [www.ctdol.state.ct.us/ctbln/default.html](http://www.ctdol.state.ct.us/ctbln/default.html). Since each program reflects the differences of the people and the location in which it is operated, there are no hard and fast rules for startup or operation. There are, however, common elements among many BLNs that have initiated programs and achieved outcomes consistent with their mission. These elements include the following:

- Lead Company - Selected to initiate BLN activities (e.g., form business steering group, serve as spokesperson for kickoff) and inspire other employers to participate
- Kick-off Event - Designed to announce the BLN and its goals to the community and entice employers to get involved
- Business Steering Group - Formed to support the lead company and program liaison, determine the BLN mission and purpose, identify needs, recruit employers, and monitor progress

- Community Advisory Group (CAG) - Formed to respond to needs identified by employers and prepare Section V Materials for customized state Disability Employment Practices Guide
- Employer Needs Assessment - Conducted at the outset and annually thereafter to identify employers' hiring needs, disability topics for business forums, and community activities for employers to engage in
- Time-phased Action Plan - Designed to outline next steps including activities and deadlines to reach program goals
- Activities - Conducted to engage participating employers in the community and inform new groups of employers about the often overlooked domestic labor pool of skilled candidates who happen to have disabilities
- Outcomes - Monitored to ensure increased employer benefits and measurable results (e.g., number of employers participating, hires, feedback from events held)
- Long-range Plan - Developed to establish statewide BLN chapters to reach greater numbers of employers
- Web site - Developed to provide Internet access to BLN information and services