

TEEN PREGNANCY PREVENTION INITIATIVE
REQUEST FOR PROPOSALS
STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

The Department of Social Services (DSS / Department) is requesting proposals from qualified not-for-profit organizations or municipalities to implement a teen pregnancy prevention program in a specified community utilizing a specified model. A qualified private not-for-profit organization or municipality is one that has a minimum of five (5) years direct service experience providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. The Department will only accept and evaluate those proposals that serve the following communities: Ansonia, Bridgeport, East Hartford, Hartford, Killingly, Meriden, New Britain, New Haven, New London, Norwich, Waterbury, and Windham. Through this procurement it is the Department's intent to fund no more than a single program in each of the twelve (12) specified communities. However, the Department reserves the right to award more than one program per town if it is deemed to be in the best interest of the Department.

To be considered responsive a proposal must not only serve one of the specified communities, but must implement one of the following program models: 1) a Comprehensive Model; 2) a Service Learning Model; or 3) a Creative Model Approach. Bidders must submit a complete and separate proposal to implement any of the program models, however, a Bidder proposing to implement a Comprehensive Model must also submit a separate proposal that implements the Service Model in the same community. The three models are described in detail in Section IV of this RFP.

The contract period for selected programs is expected to begin July 1, 2007, and conclude on June 30, 2010.

Potential bidders must submit a letter of intent to the Department no later than 3:00 PM, local time on Wednesday, March 14, 2007.

To be considered, proposals must be received no later than **3:00 PM, local time, on Wednesday, April 11, 2007, 2007**. Proposals received after that 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 responses will be destroyed.

To download the Request for Applications, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Procurement Services Home Page at: www.das.state.ct.us/busopp.asp or contact:

Kathleen M. Brennan
State of Connecticut
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5693 (phone)
(860) 424-4953 (fax)
kathleen.brennan@ct.gov (e-mail)

The Department of Social Services 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 proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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I. OVERVIEW OF DEPARTMENT OF SOCIAL SERVICES

A. Department Overview

The Department of Social Services provides a broad range of services to elderly persons, disabled persons, families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. It administers more than 90 legislatively authorized programs and 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 the purpose of administering the Section 8 program under the Federal Housing Act.

The Department is headed by the Commissioner of Social Services, and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the three service regions. By statute, there is a statewide advisory council to the Commissioner, and each region must have a regional advisory council.

The agency administers most of its programs through offices located throughout the state. Within the department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the state. For the other programs, services are available through offices located in the three regions, with central office support located in Hartford. In addition, many services funded by the agency are available through community-based agencies. The agency 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 services for the Blind, and the Child Day Care Council.

B. Overview of the Teen Pregnancy Prevention Initiative

1. Background

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

babies, child abuse and neglect, childhood health problems and single parent families are often associated with teen pregnancy.

Connecticut's teen birth rate has declined by 27% over the last ten years, a rate of decline quite similar to the national average at 26%. The state's teen birth rate, however, has been much slower to decline among certain subgroups, falling only 12% among 18- to 19-year olds, and only 13% among Hispanic teens. Further, in some individual towns and cities, the percentage of births to teens has actually *increased* over the last several years (Richter, 2005).

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

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

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

Based on the scientific evidence of the effectiveness of this model, DSS intends to allocate a major portion of available funds for implementation of comprehensive programs based on the Children's Aid Society-Carrera Program. DSS will fund up to five (5) of these programs selected through this procurement.

Evaluation of a second teen pregnancy prevention model, Service Learning programs, while more modest in scope and shorter-term than the comprehensive Children's Aid Society-Carrera Program, yielded strong evidence of actual reduction of teen pregnancy rates while the youth are involved in the program.

The *Teen Outreach Program* and *Reach for Health Program* utilize a Service-Learning model that involves youth in their communities and provides structured time and opportunities for discussion and reflection. Allen and Philliber (2001) note that while the *Teen Outreach* program is typically a broad-based primary prevention program that has been effective with widely diverse youth populations, it is high-risk youth who stand to reap the greatest benefits from this intervention. O'Donnell, et al (2001) report that use of the *Reach for Health* program led to reductions in both sexual initiation and sexual activity among middle school youth two years after participants completed the program. DSS will fund up to five (5) of these programs selected through this procurement.

DSS will also fund up to two (2) programs utilizing a creative model approach to teen pregnancy prevention. Such model designs will be based on scientific evidence drawn from the literature on effective approaches to teen pregnancy prevention. Bidders will be required to describe how the proposed program will reduce teen pregnancy in a prospective manner, including how many participants will be served, how the program is evidence based, and agree to be evaluated by the Department's evaluator. Each program funded will be expected to serve at least fifty (50) participants.

The Department reserves the right to exceed the anticipated number of specific program models awarded through this RFP based upon the actual number of acceptable proposals received.

2. **Goals and Objectives of the Teen Pregnancy Prevention Initiative**

The intent of the Teen Pregnancy Prevention Initiative is to:

- Reduce teen pregnancies in Connecticut communities with the highest incidence of births to teens.
- Provide young people who are at risk of becoming teen parents with a structured, supportive, safe, after-school environment in which they can acquire the knowledge, skills and opportunities to succeed in life and avoid early parenting.
- Evaluate and monitor the effectiveness of each teen pregnancy prevention program.

DSS intends to allocate a portion of available teen pregnancy prevention funds for implementation of **comprehensive programs** that are based on the Children's Aid Society-Carrera Program. DSS will fund up to five (5) of these programs selected through this procurement for up to \$260,000 per program year each, in five (5) of the specified targeted areas in Connecticut. Each program funded will be expected **to serve at least 50 boys and girls with DSS funds and at least an additional ten (10) youth supported by matching funds**. Additional points will be awarded to the proposal that identifies the ability to serve more than the

additional ten (10) youth with matching funds. Further, the source of the matching funds must be identified in the proposal.

In addition, DSS intends to fund up to five (5) teen pregnancy prevention programs based on a **Service Learning** model. These programs will utilize either the *Teen Outreach Program* model or the *Reach for Health* model. The Department will fund up to five (5) programs selected through this procurement for up to \$60,000 per program year each, in at least five (5) of the specified targeted areas in Connecticut. Each program funded will be expected to **serve at least 60 boys and girls**.

Further, DSS intends to fund up to two (2) teen pregnancy prevention programs at up to \$160,000 per program year each using a **Creative Model Approach**. These program models will be designed by the applicant, based on a literature search that details the scientific evidence supporting their specific approach to reducing teen pregnancy and adolescent childbearing. Bidders will be required to describe how the proposed program will reduce teen pregnancy in a prospective manner, including how many participants will be served, how the program is evidence based, and agree to be evaluated by the Department's evaluator. Each program funded will be expected to **serve at least fifty (50) boys and girls**.

The Department reserves the right to exceed the anticipated number of specific program models awarded through this RFP based upon the actual number of acceptable proposals received.

The funded programs will be required to target middle school and high school-aged boys and girls in the twelve specified Connecticut communities with the highest incidence of births to teenagers.

NOTE: ASIDE FROM THE TWO (2) CREATIVE MODEL PROGRAMS, THE DEPARTMENT WILL CONSIDER ONLY THOSE PROPOSALS THAT IMPLEMENT ONE OR BOTH OF THE DESIGNATED TEEN PREGNANCY PREVENTION MODELS IDENTIFIED ABOVE. DETAILED DESCRIPTIONS OF THE MODELS CAN BE FOUND IN SECTION IV OF THIS RFP.

II. OVERVIEW OF THE PROCUREMENT PROCESS

A. Issuing Office and Contract Administration

The Connecticut Department of Social Services is issuing this Request for Proposals (RFP) through its Office of Contract Administration. This office is the only contact in the State of Connecticut (State) for this competitive bidding process. The address of the issuing office is as follows:

Kathleen Brennan
Contract Administration
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
Phone: (860) 424-5693 - - Fax: (860) 424-4953
E-mail: kathleen.brennan@ct.gov

All questions, comments, proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or sealed boxes clearly identifying “**Teen Pregnancy Prevention Initiative RFP.**”

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

B. Procurement Schedule

Milestones	Ending Dates
RFP Released	03/01/07
Deadline for MANDATORY Letters of Intent 3:00 PM Local Time	03/15/07
Deadline for the submission of written questions 3:00 PM Local Time	03/15/07
Anticipated Posting of Department’s Official Responses to Questions	03/21/07
Proposals Due by 3:00 PM Local Time	04/11/07
Review of Proposals and Recommendations made to the Commissioners	04/12/07 – 05/11/07
Anticipated Announcement of awards to negotiate contracts	05/18/07
Contract Negotiations	05/21/07 – 06/30/07
Teen Pregnancy Prevention Programs Commence	07/01/07

C. Mandatory Letters of Intent

Interested applicants MUST submit a letter of intent to the Issuing Office to advise the Department of their intention to present a proposal in response. Letters of intent MUST be received by the Issuing Office NO LATER THAN 3:00 pm local time on Thursday, March 15, 2007.

Letters of intent may be faxed or sent by e-mail to the issuing office.

Letters of intent MUST identify the contact person including their telephone and fax numbers, and e-mail address.

Letters of intent MUST clearly identify the program type to be proposed by the bidder and the targeted city or town. NOTE WELL: An acceptable letter of intent and subsequent proposal is only one that proposes the implementation of one of the three (3) acceptable program types described in this RFP in one of the following cities or towns: Ansonia, Bridgeport, East Hartford, Hartford, Killingly, Meriden, New Britain, New Haven, New London, Norwich, Waterbury, and Windham. Be advised that a Bidder proposing to implement the Comprehensive Model must submit a separate proposal to implement the Service Learning Model in the same community.

D. BIDDERS' QUESTIONS

Interested Bidders' may submit questions regarding this RFP to the Issuing Office (see Section II – A) through fax or e-mail directed to the Issuing Office. To be considered, **questions regarding this RFP must be received by the Issuing Office by 3:00 PM on March 15, 2007. The early submission of questions is encouraged. It is solely the Bidder's responsibility to ensure and verify the Department's receipt of the Bidder's questions.**

The issuing office will respond to only those questions that meet the deadline and criteria listed above. Official responses to all questions will be posted in an amendment to this RFP in the form of an addendum to this RFP, posted on the State Procurement/Contracting Portal www.das.state.ct.us/Purchase/Portal/Portal_home.asp. The tentative posting date for the addendum is **March 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 RFP. **A complete response to this RFP must include a signed acknowledgment of the receipt of each the addendums to this RFP that are posted to the State Contracting Portal prior to the Proposal submission date.**

E. Evaluation and Selection

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

F. Contract Execution

The contract developed as a result of this RFP is subject to State contracting procedures. These procedures include approval by the Connecticut Office of the Attorney General. Please note that contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the contracts have been approved by the Attorney General. The Attorney General reviews the contract only after the parties have agreed to the provisions.

G. Bidder Debriefing

The State will notify all bidders of any award issued by it as a result of this RFP. Unsuccessful bidders may, within thirty (30) days of the signing of the resultant contract(s), request a meeting for debriefing and discussion of their proposal by contacting the Contract Administrator in writing at the address previously given. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

H. RIGHTS RESERVED

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

- **Cancellation:** Cancel this procurement at any time prior to the contract award.
- **Amend procurement:** Amend this procurement at any time prior to contract award.
- **Refuse to accept:** Refuse to accept, or return accepted proposals that do not comply with procurement requirements.
- **Incomplete proposal:** Reject any proposal in which the any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies. The State reserves the right to reject all proposals.
- **Prior contract default:** Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented.

- **Proposals received after due date:** Reject or refuse to evaluate any bidder's response that is received after the stated deadline.
- **Written clarification:** Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require.
- **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 their 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.
- **On-site visits:** Make on-site visits to the operational facilities of bidders to further evaluate the bidder's capacity to perform the duties required in the RFP.
- **No proposal changes:** Except as may be authorized by the Department, allow no additions or changes to the original proposal after the due date specified herein.
- **Property of the State:** Own all proposals submitted in response to this procurement upon receipt by DSS.
- **Separate service negotiation:** Negotiate separately any services in any manner necessary to serve the best interest of the state.
- **All or any portion:** Contract for all or any portion of the scope of work or tasks contained within this RFP.
- **One or more bidders:** Contract with one or more bidders.
- **Proposal most advantageous:** Consider costs and all factors in determining the most advantageous proposal for the Department when awarding a bidder the right to negotiate a contract with the Department. While cost is a factor in determining the bidder to be awarded the right to negotiate a contract with the Department, price alone shall not determine the winning bidder.
- **Technical defects:** Waive technical defects, irregularities and omissions if in its judgment the best interest of the Department will be served.
- **Privileged and confidential information:** Share the contents of any proposal with any of its designees for purpose of evaluating proposals to make an award. The contents of all meetings, including the first, second and any subsequent meetings and all communications in the course of negotiating and arriving at the terms of the Contract shall be privileged and confidential.
- **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.
- **Unacceptable proposals:** Reopen the bidding process if the Department determines that all proposals are unacceptable.

I. **ELECTRONIC COPY OF PROPOSAL**

Bidders shall submit an electronic copy of the complete proposal with the original printed copy of the proposal.

J. PROPOSAL PRESENTATION EXPENSES

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

K. RESPONSE DATE AND TIME

The issuing office must receive proposals by **3:00 PM Local Time, Wednesday, April 11, 2007**, to consider the proposals for selection. The Department will not consider a postmark date as the basis for meeting any submission deadline. Bidders should not interpret or otherwise construe receipt of a proposal after the closing date and time as stated herein as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department suggests the Bidder use certified or registered mail to deliver the proposal when the Bidder is not able to deliver the proposals by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without a photo id and should allow extra time for security procedures. Bidders must address all RFP communications to the issuing office.

L. ACCEPTANCE OF PROPOSAL CONTENTS

If acquisition action ensues, the contents of this RFP and the proposal of the successful bidder will form the basis of contractual obligations in the final contract. The resulting contract will be a Purchase of Service (POS) contract between the successful bidder(s) and the Department. The Department's POS contract appears in Appendix I. Part II of the POS contract contains Standard Terms that have been approved by the Office of the Attorney General and the Office of Policy and Management. Part I of the POS contract describes the services to be provided including agreed upon outcomes and measures. Part I is drafted based upon the terms and conditions in this RFP and the successful bidder(s) proposal. The bidder's proposal must include "Signatory Acceptance" (Appendix II), without qualification, of all terms and conditions as stated within this RFP and Part II of the Department's POS contract. A successful bidder may suggest alternate language after having accepted without qualification the mandatory terms and conditions as specified in the Purchase of Service contract. The Department may, after consultation with the Office of the Attorney General and the Office of Policy and Management, agree to incorporate the alternate language in any resultant contract, however, the Department's decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

M. BIDDER ASSURANCES

- 1. Independent Price Determination:** By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:
 - **Costs:** The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - **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.
 - **Competition:** No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - **Prior Knowledge:** The bidder has no prior knowledge of the RFP contents prior to actual receipt of the RFP and had no part in the RFP development.
 - **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 contract arising from this procurement 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 contractor, the contractor's agent or the contractor's employee(s).
- 2. Valid and Binding Offer:** The proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
- 3. Press Releases:** The bidder agrees to obtain prior written consent and approval from the Department for press releases that relate in any manner to this RFP or any resulting contract.
- 4. Restrictions on communications with DSS staff:** The bidder agrees that from the date of release of this RFP until the Department makes an award, that it shall not communicate with the Department's staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department's staff may, at the decision of the Department, result in disqualification of that bidder's proposal.

N. FREEDOM OF INFORMATION

Due regard will be given to the protection of proprietary information contained in all proposals received, however, bidders should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting there from. Bidder must provide convincing explanation and rationale to

justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption.

It will not be sufficient for bidders to merely state generally that the proposal is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the proposal that a bidder believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the 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 proposal 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.

O. SET ASIDE AFFIRMATIVE ACTION

Section 4a-60g of the Connecticut General Statutes sets forth the requirements of each executive branch agency relative to the Connecticut Supplier Diversity Program. Pursuant to that statute, twenty-five (25%) of the average total of all contracts let for each of the three previous years must be set aside.

The State requires that the resultant contractor make a “good-faith effort” to set aside a portion of this contract for a small, minority or women’s business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective bidders may obtain a list of firms certified to participate in the Supplier Diversity program by contacting the Department of Administrative Services at (860) 713-5236 or through e-mail at Supplier.Diversity@ct.gov or access the DAS website.

http://www.das.state.ct.us/Purchase/SetAside/OSD_Search_Vendors.asp

III. GENERAL PROPOSAL REQUIREMENTS and PROPOSAL STRUCTURE

A. General Proposal Requirements

1. Overview of General Requirements

Bidders must adhere to the Department's rules as established in this RFP for proposal consideration, format and content. The Department of Social Services requires each bidder, at a minimum, to clearly describe how the specifications in the RFP will be met.

2. Disposition of Proposals

The State reserves the right to reject for non-compliance any and all proposals, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State. The State reserves the right to contract for all or any portion of the scope of service or tasks contained within this RFP if it is determined that contracting for a portion of the work will best meet the needs of the State. The State may choose to contract with one or more bidders who choose to submit proposals.

3. Proposal Most Advantageous

While cost is a consideration and is included in the evaluation criteria, the Department reserves the right to award contracts to bidders whose proposals are most advantageous in meeting the needs of the Department, cost and all factors considered.

4. Proposal Preparation Expenses

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

5. Acceptance of Proposal Content

The contents of this RFP and the proposal of the successful Bidder will become contractual obligations, along with the final contract, if acquisition action ensues. The resulting contract will be a Purchase of Service (POS) contract between the successful bidder and the Department. Parts I and II of the Department's POS contract appear in Appendix I. These are standard terms that have been approved by the Office of the Attorney General and the Office of Policy and Management. Part I of the POS contract describes the services to be provided

including agreed upon outcomes and measures. Part I is drafted based upon the terms and conditions in this RFP and the successful bidder's proposal. The Bidder's proposal must include a Statement of Acceptance (Appendix II), without qualification, of all terms and conditions as stated within this RFP and Parts I and II of the Department's POS contract. A Bidder may suggest alternate language after having accepted without qualification the mandatory terms and conditions as specified in Appendix I. The Department may, after consultation with the Office of the Attorney General and the Office of Policy and Management, agree to incorporate the alternate language in any resultant contract, however the Department's decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

B. Instructions for Proposal Structure

1. Delivery Condition

The original (clearly marked) and six (6) exact, legible copies of the proposal must be submitted in properly marked ("Teen Pregnancy Prevention Initiative RFP"), sealed envelopes or sealed boxes by the deadline. In addition, one (1) exact electronic copy of the entire proposal, except for those required documents that cannot be converted into electronic format.

2. Proposal Structure

The Department has structured the proposal submission requirements into four distinct parts. Part 1 contains transmittal information and assurances. Part 2 contains the Organizational Capacity and Structure. Part 3 contains the Scope of Service. Part 4 contains the budget information. Each part must be separated by a tab clearly identifying the specified Part in the proposal.

3. Required Forms

Part 1 of the original proposal and all copies must include:

- Addendum Acknowledgement(s)
- Acceptance Statement (Appendix II)
- Workforce Analysis Form (Appendix III)

- Notification to Bidders (Appendix IV)
- Smoking Policy (Appendix V)
- Certification Regarding Lobbying (Appendix VI)

4. Transmittal Letter

The original proposal and all copies must include a transmittal letter, limited to two (2) pages which addresses all of the factors outlined in Section II -M.

5. Format Requirements

a. Binding of Proposal

Each bidder must submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked – Teen Pregnancy Prevention Initiative RFP) and six (6) exact, legible copies of the proposal must be submitted in loose leaf or spiral bound notebooks with the official name of the organization appearing on the outside front cover of each binder and on each page of the proposal; location is at the bidder's discretion.

b. Tab Sheet Dividers

A tab sheet keyed to the table of contents must separate each major Part of the proposal; the title of each Part must appear on the tab sheet.

c. Table of Contents

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

d. Cross-referencing RFP and Proposal

Each section of the proposal must cross-reference the appropriate section of the RFP that is being addressed. This will allow the Department to determine uniform compliance with specific RFP requirements.

e. Page Numbers

Each page of each part of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal through all appended materials.

f. Page Format

The standard format to be used throughout the proposal is as follows:

- Text shall be on 8 ½" x 11" paper in the "portrait" orientation, single-spaced;
- Pitch shall be a maximum of a ten (10) characters per inch;
- Font shall be either Arial or Times New Roman and a minimum of twelve (12) point;
- The binding edge margin of all pages shall be a minimum of one and one half inches (1 ½ "); all other margins shall be 1";
- Graphics may have a "landscape" orientation, bound along the top (11") side; if oversized, graphics may have a maximum of one (1) fold;
- Graphics may have a smaller text spacing, pitch, and font size.

IV. PROPOSAL CONTENTS

A. Part 1 -Transmittal Communication, Forms and Acceptances contained in the order specified below: Each response must include an original (clearly marked) and six (6) copies properly marked as "Teen Pregnancy Prevention Initiative RFP."

- 1. Transmittal Letter:** The original proposal and all copies must include a Transmittal Letter with the assurance of independence price determination (Section II –L).
- 2. Table of Contents:** For the entire proposal beginning with the Executive Summary including all appendices.
- 3. Executive Summary:** A high level summary limited to two (2) pages that summarizes the content of the Bidders' proposal. The summary

must identify the proposed program model to be implemented, the specified targeted community and must certify that the Bidder is a “qualified” not-for-profit organization or municipality defined as one that has a minimum of five (5) years direct service experience providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations

4. **Addendum Acknowledgement(s):** The bidder must include the signed acknowledgement of their receipt of any and all Addendums issued for this RFP.
5. **Procurement and Contractual Agreements Signatory Acceptance – Appendix II:** The bidder must provide a signed Acceptance Statement, without qualification, of all mandatory terms and conditions (Appendix I).
6. **Workforce Analysis Form – Appendix III:** Bidders with Connecticut work sites must complete this form.
7. **Notification to Bidders Form – Appendix IV (Signed):** This information must include a summary of the bidder’s affirmative action plan and the bidder’s affirmative action policy statement. Additionally, bidders must address in writing the following five factors as appropriate to the bidder’s particular situation. These factors are:
 - Affirmative Action Plan: The bidder’s success in implementing an Affirmative Action Plan;
 - 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;
 - Apprenticeship Program: The bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
 - EEO-1 Data: The bidder’s submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
 - Set-Aside for Minority Business: The bidder’s promise to set-aside a portion of the 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 Section 31-40q of the Connecticut General Statutes (Appendix V), the bidder agrees to provide the Department with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the bidder is not subject to the provision of Section 31-40q of the Connecticut General Statutes prior to contract approval.

9. Lobbying Restrictions – Appendix VI: The bidder must 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 or 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 (Appendices VII, VIII and IX)

Connecticut General Statutes Section 4-250 through 4-252 require that State contracts with a value of \$50,000.00 or more be accompanied by a Gift Certification and a Consulting Agreement Affidavit. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, bids or proposals for Large State Contracts (having a total cost to the State of more than \$500,000.00) must include a Campaign Contribution Affidavit. A responsive proposal must include a completed Gift Certification (Appendix VII) a completed Campaign Contribution Affidavit (Appendix VIII) and a Consulting Agreement Affidavit (Appendix IX).

11. Prohibition on Campaign Contributions by Prospective State Contractors (Appendix X)

Pursuant to Public Act 05-05 of the October 25 Special Session as amended by Public Act 06-137, effective on December 31, 2006, "principals" of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions. A responsive proposal must include a completed State Contractor Principals Collection Form (Form SEEC - SC 1 (Rev. 7/2006) (Appendix X)

B. Part 2 - Organizational Capacity and Structure

1. Summary of Organizational Capacity (Maximum 5 pages)

The Department is soliciting proposals from qualified private not-for-profit organizations or municipalities to provide teen pregnancy prevention services in the geographical areas identified as having a significantly high incidence of births to teens in the State of Connecticut (see Section IV, C, 2 – "Target Population"). A qualified private not-for-profit organization or municipality is one that has a minimum of five (5) years direct service experience providing youth programming for indigent children and teens from multi-racial and multi-ethnic populations. Private not-for-profit organizations or municipalities that have only acted as fiduciary agents or

funding “pass through” agencies do not meet the experience requirement. A responsive proposal must include a summary of the bidder’s overall qualifications to implement a teen pregnancy prevention program utilizing the identified program models. At a minimum, the summary must include the following specific details regarding the bidding organization and, if applicable, any proposed subcontractors for the direct provision of services:

- a. date of agency establishment, the agency mission at time of establishment, the current agency mission and if the current agency mission is different from the original, a description of the changes in focus that led to the current mission;
- b. agency size, including annual budget, revenues, number and type of personnel;
- c. a listing and brief description of other programs operated by the organization;
- d. organizational changes within the last two (2) years, including any reorganization and/or turnover of key personnel, acquired grants for current programs, lost grants, including the reasons for loss of grants;
- e. the physical facility that will house the actual program including:
 - the address of the facility;
 - the name and number of a contact person who has access to the facility should the DSS wish to visit the site prior to granting awards;
 - bus route accessibility;
 - a statement of how the facility is currently used;
 - description of the surrounding neighborhood;
 - the number of exits from the facility;
 - any renovations that are necessary or planned;
 - problems that have been abated in the last 5 years including, but not limited to, lead paint, pests, mold, asbestos, etc; and
 - recent photographs of the interior and exterior of the facility.
- f. technological capabilities, challenges, and goals of the bidding organization;
- g. agency experience relevant to the functions to be performed under this contract and a listing and summary of recent contracts (defined as contracts that are currently or were during the past five (5) years in effect) for similar services;
- h. experience serving culturally and linguistically diverse populations;

- i. experience providing services that are culturally sensitive and appropriate; and
- j. a description of the agency's ability to meet the bilingual needs of potential program participants.

2. Organizational Chart and Description (Maximum 5 pages)

A responsive proposal must include a functional organizational chart and accompanying narrative detailing how the teen pregnancy prevention program fits within the entire organizational structure. The narrative must also include a description of the relationship between program personnel and the specific tasks and assignments proposed to accomplish the Scope of Service.

Further, the bidder shall describe how existing organizational programs, services, and structure will support the successful implementation of the program.

If the bidder proposes the use of a subcontractor for the direct provision of services, a responsive proposal must also include this information for each proposed subcontractor.

3. Bidder's References

A responsive proposal must include three (3) specific programmatic references for the bidder. References are individuals who are able to comment on the performance of the bidding organization's capacity to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. The references may include the State of Connecticut, however please note that if the reference is an employee of the State of Connecticut Department of Social Services and is part of the evaluation team for this procurement they cannot provide a reference. Bidders are strongly encouraged to contact their planned 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 a specific contact person. The Department expects to utilize these references in its evaluation process. In addition, if the bidders' proposal includes the use of subcontractor(s) for the direct provision of services, the bidders' proposal must also include three (3) programmatic references for each proposed subcontractor.

4. Key Personnel and Staff Resources

A responsive proposal must identify key positions that will be responsible for the operation and success of the program. Key positions shall include but are not

limited to a program coordinator who will be responsible for the implementation and management of the program, day-to-day oversight, and attending all program meetings at the request of the Department. The program coordinator will be expected to respond to DSS requests for status updates and all required reports. A responsive proposal must include a job description and candidate requirements for each proposed key position including, but not limited to the program coordinator position. The job description and candidate requirements for the program coordinator position, as well as all other leadership positions identified as a key position in the bidders' proposal, must require a college degree in a closely related field and prior experience working in youth programming.

Key personnel are defined as specified individuals proposed by the bidding organization to fill a key position within the program. A responsive proposal must include a job description for each proposed key position and, if applicable, a resume for the proposed key personnel. Job descriptions must require and, if applicable, resumes of proposed key personnel must include detail regarding past experience working with contracts, credentials, education and training and the percentage of time to be dedicated to this program.

If the key positions identified by the bidding organization are not currently established and/or filled, a responsive proposal **MUST** include a detailed description and timeline of the steps to be taken by the bidding organization to establish and fill the key positions before the anticipated start of the contract, July 1, 2007.

5. Reporting Requirements

The successful bidder shall be expected to report on a quarterly basis in a format to be approved by the Department. These reports will include, but may 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 and parent satisfaction surveys.

The successful bidder will be expected to fully cooperate with the data collection and reporting requirements established by the Teen Pregnancy Prevention Initiative evaluator and with any Department staff performing contract-monitoring functions.

A responsive proposal shall describe the bidding organization's ability to comply with the above stated requirements.

C. Part 3 – Scope of Service

1. Overview

Organizations selected through this procurement shall be required to implement programs that utilize identified science-based program models, which have been proven to be effective.

The teen pregnancy prevention services must be provided directly by the bidder, with allowable exceptions only for sub-contracting specialized services where expert knowledge and ability will enhance the provision of services.

Proposals that maximize the Department's resources by incorporating existing programs and services and/or utilizing in-kind or volunteer services may receive priority for funding. The Department will not fund programs through this RFP that duplicate existing programs or services.

2. Target Population

Indigent teens at risk of becoming sexually active and/or pregnant who reside in communities with a high incidence of births to teens, as identified by the most recent Department of Public Health (DPH) Data.

Percentage of Births to Teen Mothers, 2000 - 2004

Town	2000	2001	2002	2003	2004	mean
1. Hartford	22.00%	20.00%	18.76%	18.73%	20.10%	19.87%
2. New Britain	17.82%	18.30%	17.36%	16.21%	15.99%	17.42%
3. Windham	18.44%	19.00%	15.41%	16.24%	15.43%	17.27%
4. New Haven	18.26%	16.20%	15.04%	13.42%	13.65%	15.73%
5. Bridgeport	16.12%	16.20%	16.10%	14.16%	13.16%	15.65%
6. Waterbury	16.22%	14.80%	14.73%	15.40%	14.48%	15.29%
7. New London	11.89%	13.70%	15.31%	16.40%	14.10%	14.33%
8. Meriden	12.76%	13.70%	12.94%	9.85%	13.67%	12.31%
9. Killingly	12.68%	10.70%	11.84%	10.64%	13.71%	11.47%
10. Norwich	12.39%	10.00%	11.30%	9.00%	12.45%	10.67%
11. East Hartford	12.15%	9.40%	10.07%	10.60%	10.00%	10.56%
12. Ansonia	9.90%	8.10%	10.80%	8.80%	10.23%	9.57%
Connecticut	7.80%	7.40%	7.60%	6.80%	6.96%	7.40%

* Data compiled by the University of Connecticut Health Center Family Planning Program based on Connecticut Department of Public Health Statistics. (Richter, 2006)

3. Program Design: Background

DSS will only accept and evaluate proposals for teen pregnancy prevention services utilizing one (1) of the three approaches described below. Bidders must submit proposals to implement one of the program models described below:

- **Comprehensive Program Model:** DSS may fund up to five (5) comprehensive program models for up to \$260,000 per program year each to serve at least sixty (60) participants in any of the targeted areas in Connecticut. DSS funds will cover expenses for fifty (50) of those participants; bidders must include a provider match to fund at least ten (10) of the total sixty (60) children to be served. Additional points will be awarded to proposals that identify the ability to serve more than the additional ten (10) youth with matching funds. Further, the source of the matching funds must be identified in the proposal. A Bidder proposing to implement a Comprehensive Model must also submit a separate proposal that implements the Service Learning Model in the same community.
- **Service Learning Program Model:** DSS expects to fund up to five (5) service learning program models for up to \$60,000 per program year each to serve at least fifty (50) participants each in any of the targeted areas in Connecticut.
- **Creative Model Approach Programs:** DSS expects to fund up to two (2) creative model approach programs for up to \$160,000 per program year each to serve participants in any of the targeted areas in Connecticut. Each program funded will be expected to serve at least fifty (50) participants.

The Department reserves the right to exceed the anticipated number of specific program models awarded through this RFP based upon the actual number of acceptable proposals received.

Approach	Number of Participants	Applications Required
Comprehensive	60 (50 DSS-funded; at least 10 provider match-funded)	Comprehensive & Service Learning
Service Learning	50 DSS-funded	Service Learning
Creative Model	Minimum of 50 participants	Creative Approach

a. **Comprehensive Teen Pregnancy Prevention Model** **(Children's Aid Society-Carrera Model)**

Developed in the 1980s at the Children's Aid Society (Harlem, New York) by Dr. Michael Carrera, this comprehensive, holistic, intensive, long-term approach to teen pregnancy prevention serves boys and girls from high-risk

neighborhoods, ages 10-18. Young people enroll in the program at the beginning of middle school and remain until graduation from high school. Programming occurs five days a week after school and throughout the summer. The model includes six major program components:

- Education
- Family Life & Sex Education
- Employment/Career
- Health/Mental Health
- Self-Expression through the Arts
- Recreation/Lifetime Individual Sports

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

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

Consequently, the emphasis is on helping participants succeed in school; learn about and prepare for the world of work; abstain from sexual activity, while gaining the knowledge, understanding and motivation to be sexually responsible and protected should they become sexually active. Parents and families of the participants are viewed as partners, and are supported by the staff in the shared goal of helping young people succeed. Participants’ health and mental health needs are addressed either through direct services or a case-management approach. The comprehensive nature of the model includes self-expression and self-esteem building through the arts as well as lifelong individual sports that emphasize and teach self-discipline.

Typically, a comprehensive program serves 50 boys and girls. DSS is requiring that bidders serve at least ten (10) additional children with matching funds, the source of which must be identified. A qualified, expert and dedicated staff is essential to the success of such a program. Ideally, the program is neighborhood-based, located in a safe and accessible facility that can accommodate the varied nature of the program activities.

Components

Education - The relationship between school failure and early parenthood is well documented. Consequently, the Education Component is critical to the success of the Comprehensive Teen Pregnancy Prevention Model. This component includes: individual academic assessments and plans; homework

help; tutoring; regular communication with appropriate school personnel; report card monitoring; assistance with college searches, PSAT/SAT preparation, applications, financial aid, etc.

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

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

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

Health and Mental Health - The health and mental health needs of program participants affect all aspects of their lives, not only in the program, but also in school, at home and in the community. Although the Children's Aid Society-Carrera Model includes direct provision of comprehensive medical, dental and mental health services by the program, this degree of service is most likely not possible in the DSS-funded programs. However, a case-management approach to identifying participants' needs, making appropriate referrals and ensuring that care is received, is crucial. This approach likely will involve linkages with the Husky program, School-Based Health Centers, Community Health Centers, Family Planning Clinics, mental health clinics/agencies, and other local providers. Some programs may have qualified mental health professionals, social workers, psychologists, etc., on staff; others may establish referral protocols.

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

A responsive proposal for the development and implementation of a comprehensive teen pregnancy prevention model must address the stated program components and each of the following items in the proposed program design:

- **target population**, including demographics of the community and the specific participants who will be recruited with a breakdown by age, gender, ethnicity, income, and residence;
- **recruitment**, including letters of agreement from the entities with whom you plan to work, details regarding the methodology you intend to use for recruiting the participants, and how you plan to keep the participants involved in the program once they are enrolled;
- **transportation**, including details regarding how participants will get to the program site in a timely manner and how they will get home at the end of each program day. Include assurances that transportation arrangements will accommodate attendance during the entire scheduled daily programming hours;
- **staffing**, including job descriptions for all personnel, and resumes of current agency staff who will be assigned to the program;
- **component implementation**, including details regarding specific component staffing, scheduling, frequency, and the duration of the component activities;
- **the physical facility**, including location in relation to where the participants live and attend school; square footage; total capacity; number and capacity of rooms; how the facility can simultaneously accommodate different component activities and age groups;
- **anticipated subcontracts** for specific components or services;
- **the source of matching funds and the ability to serve at least, if not more than, 10 additional children** with those funds.

Note: More information on the Carrera model of teen pregnancy prevention can be found at the Carrera Adolescent Pregnancy Prevention website:

<http://stopteenpregnancy.com>

b. Service Learning Model Approaches to Teen Pregnancy Prevention

Programs utilizing the Service Learning Model include two major components: 1) volunteer service in the community (such as tutoring, working in nursing homes, public beautification/clean-up activities); and 2) regular (once or twice weekly), curriculum-based structured group time to prepare for and then reflect on the community service projects, as well as address adolescent life issues. Participants develop relationships with program staff, and gain a sense of competence and autonomy, experiencing the power of making a difference in other people's lives. Research on the effectiveness of this approach shows an actual reduction in teen pregnancy rates while the youth are involved in the program. Evaluation data also indicate that participants reduce their sexual-risk taking behaviors (Kirby, 2004). Two specific Service Learning program models, described below, have been evaluated and shown to be effective.

Option 1. *Teen Outreach Program (TOP)*

This positive youth development program, initially established in 1978, has served thousands of youth across dozens of states, and has been described as "the best evidence we have that social programs can prevent teen pregnancy" (Kirby, 1997). *Teen Outreach* was developed as a school-based program that involves young people in volunteer activities in their communities. The volunteer work is linked to a classroom curriculum that touches on a variety of topics ranging from family conflict to human growth and development. This blend of activities allows students to become "help givers" as opposed to "help receivers," and thereby empowers participants with an increased sense of autonomy (Allen, et al., 1990). Evaluation data on the effectiveness of the *Teen Outreach Program* have consistently shown a reduction in teen pregnancy and school failure rates when compared to control subjects (Allen, et al, 1997).

Successful bidders who propose utilizing the *Teen Outreach Program* in their community will be required to purchase the official curriculum and operations manual from the Wyman Center (www.wymanteens.org) prior to program implementation.

Teen Outreach is a one-year program targeting boys and girls between the ages of 12 and 17. The program materials are available in English only, or with a Spanish adaptation manual. The program can be implemented in any of four ways: 1) as an in-school requirement that is part of a core course; 2) as an in-school elective; 3) as an after-school program with volunteer participation; or 4) as a community-based program aimed at providing enrichment for the program participants. *Teen Outreach* is designed for either a school year calendar or any consecutive 9-month period. In order to reap the maximum benefits from this approach to teen pregnancy prevention, it is recommended that small groups of 20-25 youth meet at least once or twice per week, led by trained facilitators. Participants perform at least 20 hours of community service per school year. Bidders may choose to target one or more

age/developmental groups corresponding to the four levels of the *Teen Outreach* curriculum, *Changing Scenes*.

Changing Scenes is divided into developmentally progressive components targeted to four different age groups: 1) 12-13 year-olds; 2) 14 year-olds; 3) 15-16 year-olds; and 4) 17 year-olds. The curriculum emphasizes healthy decision-making about life options. Topics include values; human growth and development; school issues; relationships; sexuality; dealing with family stress; and issues related to the emotional and social transitions from adolescence to adulthood. Communication and decision-making skills are addressed. Group sessions are interactive and developmentally oriented, and may include use of videos, guest speakers, art projects, journal writing, and role-playing.

The community service component involves supervised volunteer opportunities arranged in a variety of settings, depending on the individual community needs and an individual student's interests. Examples of activities include work as aides in hospitals or nursing homes, participation in walk-a-thons, peer tutoring, outdoor projects, such as neighborhood clean up or beautification work, etc. Volunteer events may be arranged for individual participants, small groups or large groups, depending on the nature of the activity and/or setting. The service learning experiences are discussed during the regular group meetings, and include: planning and preparing for the volunteer opportunities; exploring issues such as self-confidence, social skills, assertiveness, self-discipline; and reflecting on their own and others' volunteer experiences. (Allen, 1997)

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

Note: More information on the Teen Outreach Program can be found at www.wymanteens.org.

Option 2. *Reach for Health* (RFH)

Reach for Health (RFH) was originally developed in 1994 at two middle schools in Brooklyn, New York. *RFH* was specifically developed for African-American and Hispanic youth living in urban areas. As in the *TOP* program described above, the *RFH* program combines a classroom component with community service work. This intervention targets 7th and 8th grade middle school students, both male and female.

Students participate in RFH over the course of two full school years. Participants are assigned to a supervised community placement, where they spend approximately three hours per week for 30 weeks. In addition to that off-site work, students attend weekly health lessons--35 lessons in the seventh grade and 30 in the eighth grade. These weekly sessions are designed for groups of 20-25 boys and girls, and are meant to supplement a traditional health class curriculum. The health curriculum utilized by *RFH* is *Teenage Health Teaching Modules*. A trained facilitator/educator conducts the weekly group meetings. The curriculum focuses on three primary health risks: drug and alcohol use, violence, and sexual behaviors that may lead to pregnancy, sexually transmitted diseases or HIV infection. During these weekly group sessions, students also share and reflect upon their community service experiences. Implementation of the *RFH* program requires collaboration between middle schools and community service sites. In the original implementation of *RFH*, a full-time, on-site coordinator was hired to manage activities between school and community sites as well as communication among various agents, including students, parents, school administrators, teachers, field site mentors and other community site staff. At the middle school, health teachers delivered the classroom component of *RFH*. However, *RFH* may also be offered as an after-school program.

Successful bidders who propose utilizing *Reach for Health* will be required to purchase the official curriculum and operations manual prior to program implementation. More information on *Reach for Health* can be found at www.socio.com

A responsive proposal for the implementation of a service learning model approach to teen pregnancy prevention must address the stated program components and each of the following items in the proposed program design:

- which **Service Learning model** will be implemented (either *Teen Outreach Program* or *Reach for Health*);
- **target population**, including demographics of the community and the specific participants who will be recruited with a breakdown by age, gender, race, ethnicity, income, and residence;
- **recruitment**, including letters of agreement from the entities (e.g., schools, community service agencies and potential placement sites) with whom you plan to work, details regarding the methodology you intend to use for recruiting the participants, and how you plan to keep the participants involved in the program once they are enrolled;
- **transportation**, including details regarding how participants will get to program or community service sites in a timely manner and how they will get home at the end of each program day. Include assurances that transportation arrangements will accommodate attendance during the entire scheduled daily programming time slot;

- **staffing**, including job descriptions for all personnel, and resumes of current agency staff who will be assigned to the program; and supervisory structure;
- **the physical facility**, including location in relation to where the participants live and attend school; square footage; total capacity; number and capacity of rooms; how the facility can simultaneously accommodate different activities and age groups as needed; and
- **anticipated subcontracts** for specific components or services.

c. Creative Model Approach to Teen Pregnancy Prevention

Applicants choosing the Creative Model Approach to Teen Pregnancy Prevention must describe their program in detail, beginning with a literature search that details the scientific evidence supporting their specific approach to reducing teen pregnancy and adolescent childbearing. Applicants must describe how the program will reduce teen pregnancy in a prospective manner, including how many will be served, how it is evidence based, and agree to be evaluated by the Department's evaluator. Each program funded will be expected to serve at least fifty (50) participants.

A responsive proposal for the implementation of a Creative Model Approach to Teen Pregnancy Prevention must address each of the following items in the proposed program design:

- **target population**, including demographics of the community and the specific participants who will be recruited with a breakdown by age, gender, race, ethnicity, income, and residence;
- **recruitment**, including letters of agreement from the entities (e.g., schools, community service agencies) with whom you plan to work, details regarding the methodology you intend to use for recruiting the participants, and how you plan to keep the participants involved in the program once they are enrolled;
- **transportation**, including details regarding how participants will get to the program in a timely manner and how they will get home at the end of each program day. Include assurances that transportation arrangements will accommodate attendance during the entire scheduled daily programming time slot;
- **staffing**, including job descriptions for all personnel and resumes of current agency staff who will be assigned to the program; and supervisory structure;

- **the physical facility**, including location in relation to where the participants live and attend school; square footage; total capacity; number and capacity of rooms; how the facility can simultaneously accommodate different activities and age groups as needed; and
- **anticipated subcontracts** for specific components or services.

4. Implementation Plan (Maximum 10 pages)

A responsive proposal must include a work plan that includes a timeline for program implementation. It is anticipated that there may be a start-up period of 60-90 days prior to actually providing program services to the participants. Start-up activities may include staff hiring, negotiation of subcontracts and/or other collaborative arrangements, recruiting of program participants and identification of community service placement sites for Service Learning programs. At a minimum, the implementation plan should address the following:

For proposals to implement a Comprehensive Program Model:

- staff recruiting, hiring, orientation and training plan;
- facility identification and preparation needs;
- recruiting of program participants;
- establishment of subcontracts and/or cooperative arrangements with collaborating entities;
- how and when each program component will be designed and implemented;
- how parents will be involved in the program;
- how the participants' schools will be involved in the program.

Comprehensive programs are required to provide year-round services.

Summer programming may differ from the format provided during the school year. Substantive scheduled daily activities, however, are expected to occur throughout the summer months and during school vacations.

For proposals to implement a Service Learning Program Model:

- staff recruiting, hiring, orientation and training plan;
- facility identification and preparation needs;

- recruiting of program participants;
- subcontracts and/or cooperative arrangements with collaborating entities;
- identification of community service sites;
- how parents will be involved in the program;
- how the participants' schools will be involved in the program.

For proposals to implement a Creative Model Programs:

- staff recruiting, hiring, orientation and training plan;
- facility identification and preparation needs;
- recruiting of program participants;
- how and when each program component will be designed and implemented;
- subcontracts and/or cooperative arrangements with collaborating entities;
- how parents will be involved in the program;
- how the participants' schools will be involved in the program.

Creative Model Approach programs are required to provide year-round services. Summer programming may differ from the format provided during the school year. Substantive scheduled daily activities, however, are expected to occur throughout the summer months and during school vacations.

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

5. Outcome Measures

Data collection and the accurate, timely reporting of the data collected will be an important administrative responsibility of each successful bidder. The Department will also monitor, at regular intervals, actual program achievement relative to established measurable program outcomes. Proposals must include detailed experience in collecting and reporting data, including but not limited to, using pre and post tests, the frequency of use, and an overall description of working with an independent evaluator.

6. Evaluation

All funded programs will be required to participate in an independent DSS-funded evaluation. Awarding of funds will be contingent on grantee's agreement to cooperate fully with the evaluator. DSS has retained the services of Philliber Research Associates, Inc. (PRA) of Accord, NY. PRA is headed by Dr. Susan Philliber, a nationally known evaluator of teen pregnancy prevention programs in the United States.

Evaluation will address both process and impact, and will involve careful documentation of program activities and participant outcomes. PRA will provide evaluation tools and training. Client and parent satisfaction surveys will be included in the data collection efforts.

Data collection and the accurate, timely reporting of the data collected will be an important administrative responsibility of the successful bidder. Contractors will be required to collect data on a regular basis and submit to PRA and/or DSS, as requested, for compilation and analysis. Annual reports on each program will be prepared by PRA and issued to DSS and the individual programs.

A responsive proposal shall include the Bidders' willingness and ability to comply and cooperate with the evaluation process.

7. Department Oversight

The Department will provide programmatic oversight and support including:

- providing initial orientation and basic training for Comprehensive and Service Learning types of program models;
- approving orientation and basic training plan for Creative Model programs;
- monitoring the Contractor's performance and requesting updates as appropriate;
- responding to requests for policy interpretations;
- providing technical assistance to the Contractor as necessary to accomplish the expected outcomes; and
- providing a project liaison.

Should a Bidder require additional support, a responsive proposal must specify, in detail, the type of support the Bidder requires from the Department to implement the program.

D. Part 4 – Budget

Each response must include cost information and other financial information in the following order:

1. Audited Financial Statements

Audited financial statements or equivalent information for the applicable legal entity (Contractor) must be provided for each of the last two (2) appropriate fiscal years.

2. Budget Narrative (Maximum 10 pages)

The proposal must include a narrative that explains and details the anticipated program costs, including a rationale for each line item included in the budget. The narrative must include a listing and brief explanation of each staff position, including number of hours worked weekly, number of weeks worked during the year, and hourly rate.

3. Budget

a. Funding Allocation

Budget appropriations for the three types of teen pregnancy prevention program models are as follows:

- Comprehensive Program Model: up to two hundred sixty thousand dollars (\$260,000) per program year.
- Service Learning Model: up to sixty thousand dollars (\$60,000) per program year.
- Creative Model Approach: up to one hundred sixty thousand dollars (\$160,000) per program year.

b. Line Item Budget

To be responsive, the bidder's proposal must include three annual line item budgets for the total proposed cost utilizing the forms provided. The budgets must include line items for all expenses to be incurred through the delivery of services in accordance with this RFP and must comply with the state-wide cost standards published by the State of Connecticut Office of Policy and

Management. The cost standards are available on-line at:http://opm.state.ct.us/finance/pos_standards/coststandards.htm

In addition to required compliance with the published cost standards, Bidders are advised that a responsive budget must limit annual administrative costs to eighteen percent (18%) of the total budget over the contract period.

Bidders seeking to implement a Comprehensive Program must provide evidence of matching funds at a minimum of 10% (\$26,000) per program year. The source and amount of these funds must be documented in the proposal.

c. Payment Structure

Resultant Contractors shall be paid in accordance with expenditures incurred in accordance with the approved line-item budget. While specific payment terms will be finalized during contract negotiations, it is anticipated that payments will be made on a quarterly basis, contingent upon the Contractor's timely compliance with the terms of the contract including, but not limited to the Contractor's submission and Department's acceptance of all required reports and payment requests.

V. PROPOSAL EVALUATION

A. Overview of Proposal Evaluation

The Department of Social Services will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this competitive procurement effort.

1. **Evaluation Organization:** An evaluation team has been established to assist the Department of Social Services in selection of contractors. The Department reserves the right to alter the composition of this Team. The evaluation team will be responsible for the recommendation to the Commissioner of the Department. The Commissioner will notify the selected bidder(s) that the organization(s) has been awarded the right to negotiate a contract with the Department for the Teen Pregnancy Prevention Initiative.
2. **Phases of the Evaluation:** The evaluation will be conducted in five phases:
 - a. Phase 1 – Evaluation of Minimum Requirements
 - b. Phase 2 – Evaluation of Organizational Capacity and Structure, including Key Positions and Key Personnel
 - c. Phase 3 – Evaluation of Proposed Program Design
 - d. Phase 4 – Evaluation of Financial Stability and Budget
 - e. Phase 5 – Proposal Ranking

B. Phase 1 – Evaluation of Minimum Requirements

The purpose of this phase is to determine whether each proposal is sufficiently responsive to the minimum RFP requirements to permit a complete evaluation of the Program Design and Budget sections of the proposal. Proposals must comply with the instructions to bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

1. **Submission of a Letter of Intent:** The Issuing Office must have received, NO LATER THAN 3:00 pm local time on **Wednesday, March 14, 2007**, a letter of intent from the Bidder that meets all of the requirements in Section II C of this RFA.
2. **Deadline – Closing Date:** The proposal must have been received before the closing of acceptance of proposals.

3. **Delivery Condition – Copies Necessary:** The original (clearly marked) and six (6) exact, legible copies of the proposal must be submitted in properly marked sealed envelopes, or sealed boxes, by the deadline.
4. **Compliance with the requirements for the Proposal Contents** for Part 1 as specified in Section IV A 1 through 11 of this RFP.

C. Phase 2 – Evaluation of the Organizational Capacity and Structure, including Key Positions and Key Personnel

Only those proposals passing the minimum requirements will be considered in Phase 2 – The Department will evaluate the experience of proposed key personnel, agency and individual resources, qualifications and affirmative action achievement (as demonstrated on the Work Force Analysis Form) of the bidder and any subcontractors. The Department will determine to what extent the organization and its key personnel have the capacity to work effectively with the Department to successfully implement a teen pregnancy prevention program. The Department will also assess the capability of the organization to take on the workload that would be generated by this contract and the bidder's financial ability to undertake the contract. The Organization and Key Personnel section of the proposal will be worth twenty-five percent (25%) of the available points for the entire proposal.

D. Phase 3 – Evaluation of the Program Design

The Evaluation of the Program Design. The State reserves the right to reject any and all proposals. The Program Design section of the proposal will be worth fifty percent (50%) of the available points for the entire proposal.

E. Phase 4 – Evaluation of the Budgets

The annual budgets will be evaluated only for bidders who achieve a minimum of 75% of the total available points in Phases 1, 2 and 3. The budgets will be worth twenty-five percent (25%) of the available points for the entire proposal submission. The budgets and the budget narrative will be examined and scored for:

- reasonableness;
- compliance with the published statewide cost accounting standards;
- appropriate administrative costs;
- overall budget completeness;
- amount and source of matching funds provided *

*Matching funds required for Comprehensive Programs.

F. Phase 5 – Ranking of the Proposals

After the evaluation team has scored the proposals, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of the Department of Social Services. The Commissioner, at his discretion, reserves the right to approve or reject the recommendations of the Evaluation Committee.

References

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

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

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

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

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

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

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

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

APPENDIX 1 - Purchase of Service Contract

II. MANDATORY TERMS AND CONDITIONS:

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

A. Client-Related Safeguards

1. **Inspection of Work Performed:** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. **Safeguarding Client Information:** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.
3. **Reporting of Client Abuse or Neglect:** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. 17a-101 through 103, 19a-216, 46b-120 related to children; C.G.S. 46a-11b relative to persons with mental retardation and C.G.S. 17b-407 relative to elderly persons.

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 (NEW), Conflict of Interest, IRS Form 990:** Annually during the term of the Contract, the Contractor shall submit to the Department the following:
 - a. a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service and
 - b. its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
3. **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.
4. **Offer of Gratuities (NEW):** 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.
5. **Related Party Transactions (NEW):** The Contractor shall report all related party transactions, as defined in this Section, to the Department on an annual basis in the appropriate fiscal report as specified in Part II 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 exercise influence or control, directly or indirectly. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body and a related party include, but are not limited to, (a) real estate sales or leases; (b) leases for equipment, vehicles or household furnishings; (c) mortgages, loans and working capital loans and (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.
6. **Insurance:** The Contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this 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 for malpractice. Certificates of such insurance shall be filed with the Department before the performance of services.
7. **Reports (NEW):** 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.

8. **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.
9. **Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.
10. **Workforce Analysis:** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
11. **Audit Requirements:** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
12. **Litigation:** 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.

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.
13. **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.

C. **Statutory and Regulatory Compliance**

1. **Compliance with Law and Policy (NEW):** 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 that the Department has responsibility to promulgate or enforce.
2. **Federal Funds (NEW):** 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.

3. **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.
4. **Suspension or Debarment (NEW):**
 - a. Signature on contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - (1) is 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 reported to the Department immediately.
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 Conn. Gen. Stat.:
 - a. The Contractor agrees:
 - (1) 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) 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) 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 Conn. Gen. Stat.;
- (4) 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 Conn. Gen. Stat.

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 Conn. Gen. Stat. 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. **Executive Orders Nos. 3, 17, 16 & 7C:**

- a. This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, 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. Three 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. Three, and that it will not discriminate in its 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. This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, 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. Seventeen 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.
- c. This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended²³ by the state for violation of or noncompliance with said

Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that

(a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocketknife), 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.

(c) The 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.

(d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

d. This Contract is subject to **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:

(a.) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the 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 no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

(2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b.) For the 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.

(c.) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes 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.

7. **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 and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. § 32-9n; and "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.

- c. 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.
8. **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 USCS §§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 Sec. 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
9. **Utilization of Minority Business Enterprises:** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§13a-95a, 4a-60, to 4a-62, 4b-95(b) and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.
10. **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.
11. **Non-smoking:** If the Contractor is an employer subject to the provisions of §31-40q of the Conn. Gen. Stat., 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 Conn. Gen. Stat. must be received before contract approval by the Department.

12. **Government Function; Freedom of Information (NEW):** 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. Sec. 1-200(11), as amended by Pubic Act 01-169, 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.
13. **HIPAA Requirements (NEWLY Revised, effective 4/20/05,):**

NOTE: Numbering in this Section may not be consistent with the remainder of this contract as much of it is presented verbatim from the federal source.

- a. If the Contactor is a Business Associate under 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 the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E; and**
- c. The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. §160.103; *and*
- d. The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. §160.103 ; *and*
- e. The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. §160.103; *and*
- f. The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E:

I. Definitions

- A. Business Associate. "Business Associate" shall mean the Contractor.
- B. Covered Entity. "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- C. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.

- D. Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. §164.502(g).
- E. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- F. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- G. Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- H. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- I. More Stringent. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.
- J. Section of Contract. "(T)his Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- K. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. §164.304.
- L. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Parts 164, subpart A and C.

II. Obligations and Activities of Business Associates

- A. 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
- B. 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.
- B1. (NEW) 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.
- C. 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.
- D. 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.
- E. 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.
- F. Business Associate agrees to provide access, at the request of the Covered Entity and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.

- G. 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 C.F.R. §164.526 at the request of the Covered Entity and in the time and manner agreed to by the parties.
- H. 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.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

III. Permitted Uses and Disclosure by Business Associate

- A. 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.
- B. Specific Use and Disclosure Provisions:
 - 1. 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.
 - 2. 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.
 - 3. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

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

V. 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.

VI. Term and Termination

- A. **Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.**
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - 2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (ii) of this Subsection c, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - 2. 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.

VII. Miscellaneous HIPAA Provisions

- A. **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.
- B. **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.
- C. **Survival.** The respective rights and obligations of Business Associate under Section 6, Subsection c of this Section of the Contract shall survive the termination of this Contract.
- D. **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.
- E. **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.
- F. **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 paragraph II D of this Section of the 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.
- G. **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.

D. Miscellaneous Provisions

1. **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.
2. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the law 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.
3. **Subcontracts:** For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in PART I of this contract. Notwithstanding the execution of this contract before a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred before identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in PART I of this contract. Identification of a subcontractor or budget costs

for such subcontractor shall be deemed a technical amendment if consistent with the description of each contained in PART I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.

4. **Mergers and Acquisitions:**

- a. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
- b. At least ninety (90) days before 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 as required by Section II.D.3 above. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

5. **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 \$2,500. 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.

6. **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.

7. **Settlement of Disputes and Claims Commission:**

- a. 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.
- b. Claims Commission. 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.

E. **Revisions, Reductions, Default and Cancellation**

1. Contract Revisions and Amendments:

- a. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part II of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services and to any other contract revisions determined material by the Department.
- b. 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. Any proposal deemed material shall be executed pursuant to (a) of this section. The Department may accept any proposal as a technical amendment and notify the Contractor in writing of the same. A technical amendment shall be effective on the date approved by the Department, unless expressly stated otherwise.
- c. No amendments may be made to a lapsed contract.

2. Contract Reduction:

- a. The Department reserves the right to reduce the contracted amount of compensation at any time in the event that:
 - (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or
 - (2) Federal funding reductions result in reallocation of funds within the Department.
- b. The Contractor and the Department agree to negotiate on the implementation of the reduction within 30 days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within thirty (30) calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor:

- a. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - (1) withhold payments until the default is resolved to the satisfaction of the Department;
 - (2) temporarily or permanently discontinue services under the contract;
 - (3) require that unexpended funds be returned to the Department;
 - (4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;

- (5) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - (6) terminate this contract;
 - (7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
 - (8) any combination of the above actions
 - b. In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
 - c. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in Part II Section A.3 of this agreement or has not met requirements as specified in clause 8, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the commissioner shall be considered final.
 - d. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.
4. **Non-enforcement not to constitute waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.
5. **Cancellation and Recoupment:**
- a. This agreement shall remain in full force and effect for the entire term of the contract period specified on page 1 of this agreement, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
 - b. In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate

to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the commissioner shall be considered final.

- c. The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- d. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if either party terminates the contract. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the state and the Contractor.

6. **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.

7. **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.

APPENDIX II
PROCUREMENT AND CONTRACTUAL AGREEMENTS
STATEMENT AND ACCEPTANCE

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

ACCEPTANCE STATEMENT

On behalf of _____ (Bidding Organization) I,
_____ (Name) _____ (Title) of
_____ (Bidding Organization) **accept the Mandatory**
Terms and Conditions as set forth in the Department of Social Services’ “Teen
Pregnancy Prevention Initiative” Request for Proposal.

Signature

Date

APPENDIX III - WORKFORCE ANALYSIS

ORGANIZATION:	Number of Connecticut employees: Full-time: [#] Part-time: [#]
Address:	Employment figures obtained from: Visual Check <input type="checkbox"/> ; Employment Records <input type="checkbox"/> ; Other <input type="checkbox"/> Explain:

JOB CATEGORIES	TOTALS	WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER. INDIAN OR ALASKAN NATIVE		PERSON WITH DISABILITIES	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Service Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi-Skilled)													
Laborers (Unskilled)													
TOTAL													
Totals One Year Ago													

FORMAL ON-THE-JOB-TRAINEES

Apprentices													
Trainees													

1. Have you successfully implemented an Affirmative Action Plan?
 Yes No If yes, date of implementation _____ ; If No, explain:

- a) Do you promise to develop and implement a successful Affirmative Action Plan?
 Yes No N/A Explain:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:
 Yes No N/A Explain:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?
 Yes No Explain:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 Yes No Explain:

Authorized Signature _____ Date _____

APPENDIX IV

NOTIFICATION TO BIDDERS

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes, and when the awarding agency is the State, Section 46a-71(d) of the Connecticut General Statutes. Contract Compliance Regulations codified at Section 4-114a et. seq. of the Regulations of the Connecticut State Agencies establish a procedure for the awarding of all contracts covered by Section 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 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 Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one 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 Section 32-9n.” “Minority” groups are defined in Section 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 Section 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 Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, 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 section 4-114a3 (10) of the Contract Compliance Regulations) and to provide the Department set aside reports in a format required by the Department.

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

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

Signature

Date

On Behalf of: _____

Organization Name _____ Address _____

APPENDIX V
Connecticut General Statutes

Sec. 31-40q. Smoking in the workplace: Definitions; employers to establish nonsmoking areas; exemptions. (a) As used in this section:

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

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

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

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

(5) "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 his 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 Labor Commissioner may exempt any employer from the provisions of this section if he 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 Subsec. (b) to require employers to establish sufficient nonsmoking areas in business facilities and added Subsec. (c) to enable the labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988; P.A. 91-94 amended Subsec. (a) by reducing the minimum number of employees from fifty to twenty in Subdiv. (4); P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

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

Cited. 224C. 666, 674.

APPENDIX VI

Certification Regarding Lobbying

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

- (1) No federal 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 or 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 federal 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 Section 1352, Title 31, U.S. Code. 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 than \$100,000 for each such failure.

Signature

Typed Name & Title

Firm/Organization

Date

**APPENDIX VII
STATE OF CONNECTICUT - Gift Certification**

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the submission of this proposal) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u> <u>Date of Gift</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
--	--------------------------	-------------------------	--------------

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal 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.

Signature

Date

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

Commissioner of the Superior Court
Notary Public

APPENDIX VIII

STATE OF CONNECTICUT
Campaign Contribution Affidavit
(Bid or Proposal)

Campaign contribution affidavit to accompany bids or proposals for Large State Contracts (having a total cost to the State of more than \$500,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>
<u>Contribution Description</u>			

List information here

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

APPENDIX IX
STATE OF CONNECTICUT - Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

APPENDIX X - SEEC

Prohibition on Campaign Contributions by Prospective State Contractors

Pursuant to Public Act 05-05 of the October 25, Special Session, as amended by Public Act 06-137, effective on December 31, 2006, “principals” of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions.

For purposes of this prohibition, a “prospective state contractor” includes the organization submitting a bid or proposal in response to this RFP. Effective December 31, 2006, the “principals” of a prospective state contractor are prohibited from making and soliciting contributions to, or for the benefit of, any candidate for statewide office, the General Assembly, or any political committee authorized to make contributions to any such candidate, or any party committee. This prohibition remains in effect throughout the entire term of the resulting contract for the organization awarded the contract through this RFP. For those prospective state contractors who are not awarded a state contract as a result of this RFP, the prohibition terminates upon receipt of notice that the resulting contract has been awarded to a different organization.

A responsive proposal **MUST** include a completed SEEC SC 1 .

State Elections Enforcement Commission
 State Contractor Principals Collection Form (Form SEEC - SC 1 (Rev. 7/2006))

Principal Key	Designation
Owner/Shareholder	O
Member/Board of Director	B
President	P
Chief Executive Officer	CEO
Treasurer	T
Exec./Senior Vice Pres.	V
Employee	E
Spouse	S
Dependent Child	C

Total Number of Pages Submitted

Contracting Agency	Contractor Name	Alternate Name 1	Alternate Name 2	Alternate Name 3

Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any

Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any

(Enter information in this section for principals within your organization unique to a particular state agency).

Contracting Agency	Contractor Name	Alternate Name 1	Alternate Name 2

Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any