

**STATE OF CONNECTICUT  
Department of Social Services  
  
Request for Proposals**

**06212007\_FSE\_RFP  
Food Stamp Employment and Training RFP  
ADDENDUM # 1**

The State of Connecticut Department of Social Services is issuing the following addendum to the Food Stamp Employment and Training RFP.

**The following are the questions submitted by potential applicants and the Department's official responses:**

1. On Page 2 the RFP describes the targeted population for the FSE&T program. Can you please clarify or describe an ABAWD who would NOT be subject to the work requirement. For example, might this be a client who does not speak English and is unlikely to benefit from work experience due to language barriers?

**RESPONSE:**

**ABAWDs are exempt from the work requirement if they are;**

- **Physically or mentally unfit for employment**
- **Members of the same food stamp household as a child under 18 regardless of whether the individual cares for the child or whether the child is eligible for food stamps**
- **Pregnant**
- **Exempt from food stamp employment and training registration for the following reasons: responsible for full time care of a child under six or other incapacitated individual whose impairment requires continuous care; eligible student; working 30 or more hours per week; participating in a drug or alcohol treatment and rehabilitation program; a Temporary Family Assistance recipient who is complying with the TFA employment and training requirements; recipient of Unemployment Compensation; migrant worker; Social Security Insurance applicant who applied for food stamp and SSI through the Social Security Office; residing in a town for which the work requirement is waived.**

2. Does DSS provide case management of **FSE&T** clients? If not, can you please identify the case management agency that provides such service for the DSS in the Hartford region. Can you also please list the current **FSE&T** providers in the Hartford area.

**RESPONSE:**

**DSS does not provide case management for FS recipients. The Jobs First Employment Services program includes case management services for TFA recipients participating in that program. However this is a DOL program. DOL contracts with Capital Workforce Partners (the North Central Workforce Investment Board) for employment services and they subcontract for case management with Our Piece of the Pie (under age 25 participants) and Catholic Charities (age 25 and old participants). DSS expects the FSE&T contractors to provide case management services to identify barriers to employment, such as transportation, childcare, etc., and provide a link to services to remove those barriers.**

**The Community Renewal Team (CRT) serves the Hartford area.**

3. The RFP describes both qualifying and non qualifying activities. Pg. 16 states that Structured Job Search Skills Training does not meet the definition of a “Qualifying Activity.” Is it anticipated that most, if not all, of the clients enrolled by the provider would participate in the provider’s Structured Job Search Skills Training? Can you clarify why this is not considered a “Qualifying Activity”?

**RESPONSE:**

**Structured Job Search does not meet the work requirement for participating ABAWDs and therefore cannot be the only activity to which ABAWDs who are not exempt from the work requirement are assigned. They must be assigned to an education or training component or workfare. If the contractor wishes to assign them to Structured Job Search as well as one of the other components, then the contractor can be reimbursed for both activities.**

4. Does the DSS provide the reporting formats to its contracted providers? Are the contracted providers required to collect and track data utilizing a DSS database?

**RESPONSE:**

**All required financial/programmatic reporting forms are supplied by DSS.**

5. How will clients in danger of losing their Food Stamp benefits be identified? Will the DSS provide contractors with a list of those clients? Is it expected that the contractor would identify such clients and target outreach to them?

**RESPONSE:**

**Each contractor shall receive a monthly printout from DSS that identifies “potential FSE&T clients” in respect to the contractor’s targeted areas. An indicator on the printout will identify who is likely to be an ABAWD and therefore in danger of losing Food Stamps.**

6. The RFP does not provide specific anticipated performance benchmarks related to outcomes. Should proposal respondents list specific performance outcomes for each activity? For example, if a client is engaged in an Educational Activity should the proposal identify the pre/post gains it expects to achieve for a percentage of clients served? Can you provide some examples of anticipated performance outcomes?

**RESPONSE:**

**Specific outcomes are not required for a performance-based contract. However the overall goal of the FSE&T program was identified on page 2 of the RFP.**

7. The RFP provides a schedule of reimbursable fees for services. It also states that included in the 85% budget for direct services should provide for participant expenses such as child care, transportation, dental and eyeglasses, etc. Can you provide any guidance on the percentage that is typically allocated for such expenses. What would be considered reasonable?

**RESPONSE:**

**Participant expenses are matched funds that are comprised of 50% state funds and 50% of federal funds. The total amount of funds is approximately 5% of the 85% budget for direct services, and said totals vary from year to year. Said funds (5%) are divided equally among all contractors. Past years have averaged approximately \$10,000 per contractor per contract year. Reasonable costs must be within given divided amounts.**

8. Does this DSS issue a competitive RFP for these services each year? Are selected the service providers who implement training and employment services with good performance required to submit competitive proposals annually or is contract renewal negotiable?

**RESPONSE:**

**No. The 2007 FSE&T RFP will result in a 3-year contract**

Is the age group of ABAWDs eligible for this program limited?

**RESPONSE:**

**ABAWDS are individuals between the ages of eighteen (18) and fifty (50) who are able-bodied adults without dependents.**

10. What is the number of contractors sought by DSS for this go round of the FSET program?

**RESPONSE:**

**DSS hopes that FSE&T services are provided throughout the state by as many contractors that funding may support.**

11. Will you provide a list of the current DSS-FSET contractors and the towns they serve?

**RESPONSE:**

**Community Renewal Team (CRT) serves Bristol, Greater Hartford, Middletown, New Britain and New Haven. City of Bridgeport, Social Services serves Bridgeport, Easton, Fairfield, Monroe, Stratford and Trumbull. Norwalk Economic Opportunity Now (NEON) serves New Canaan, Norwalk, Stamford, Weston, Westport and Wilton.**

12. What formula will DSS employ to determine funding for successful bidders?

**RESPONSE:**

**Formula factors include but are not limited to total funds available, number of targeted ABAWDs, and proposed service areas by contractors. There is also a base figure allowed based on the number of ABAWDS in the catchment area.**

13. Are the targeted eligible populations to be addressed by proposal in keeping with the order of groups as prioritized in Sec. I.A. pg 2?

**RESPONSE:**

**Yes.**

14. Will you define towns having a waiver or exemption from the PRWORA requirements?

**RESPONSE:**

**Yes.**

15. Will there be a system in place that would electronically transmit ABAWD client demographics to the successful contractor?

**RESPONSE:**

**No.**

16. SEC IV.D.3 para#9 (Pg 20) - Please clarify on pg. 20 regarding Offered Un-Filled Slots: The Department will pay the resultant contractor for an “offered” slot one (1) time per contract year.

**RESPONSE:**

**This was incorrectly stated in the RFP. Please strike the sentence and replace with “The Department will pay the resultant contractor for an “offered-unfilled” slot one (1) time per contract year”. Once a “potential client” is touched via letter, the contractor cannot bill DSS again for the same “potential client”.**

17. SEC IV.B.1.e.ix (Pg 13) - Are “recent photographs of the interior and exterior of the facility” absolutely part of the minimum requirements? Must this include every facility proposed to be utilized in collaboration with this proposal?

**RESPONSE:**

**Based upon further review, the Department has decided to remove this as a requirement of the RFP. The Department will not require photographs of the interior and exterior of the facility.**

18. SEC IV.C.2.a (Pg 17) - What is the definition of “proposed intervention”?

**RESPONSE: A proposed intervention is an employment, training or work experience activity or series of activities to which you assign the participant.**

19. SEC IV.C.2.d (Pg 18) – Does this stipulation purposefully exclude transportation costs for participant job search activities?

**RESPONSE:**

**Job search activities must be supervised and/or engaged between the contractor and the potential FSE&T client, thus defined as “Structured Job Search Skills Training”.**

20. SEC IV.C.2.e (pg 19) – Will “documentation to support the sanction referral” and communication process be further defined by DSS prior to the award of this contract?

**RESPONSE:**

**Documentation is defined as contractor case manager notes, copies of applicable documentation (i.e. offered-unfilled slots, client sign in sheets, list of individuals that did not comply with the program requirements).**

21. SEC IV.D.3 para#8 (Pg.20) – Will this stipulation include any differentiation of F-T/P-T jobs OR minimum time in the job held by participant?

**RESPONSE:**

**No.**

22. SEC IV.D.3 para#9 (Pg 20) – Will this stipulation mean per month? Allowing \$30 for 1<sup>st</sup> “Un-filled offer” and then \$150 for each of two subsequent “Filled” months?

**RESPONSE:**

**If a contractor sends a letter (offered-unfilled slot) to a potential FSE&T client and the client refuses to participate, then the contractor must engage in the sanctioning process and inform the appropriate DSS regional office of non-compliance. The contractor may *only* bill DSS for \$30 and nothing more. *HOWEVER*, if the client cooperates and participates in one or more FSE&T activity (offered-filled slot), the contractor may *only* bill DSS for that applicable activity or activities. Please see page 20 7<sup>th</sup> paragraph.**

23. SEC V.B – Will bidder be notified immediately if their proposal fails this Phase 1 Evaluation?

**RESPONSE:**

**No. Unsuccessful bidders will be notified by letter once the procurement process has been completed, and will have the right to a bidder debriefing pursuant to Section II.G on page 5 of the RFP.**

24. Where should the resumes be placed in the RFP? Are they to follow Part Two 4, or can they be in an appendix at the end of the RFP?

**RESPONSE:**

**References should be placed in the tabbed Section IV, and located in sequence as B.4 (Part Two). They should not be separated as an appendix, since appendices other than those expressly required by the RFP are not allowed.**

25. Should support/reference letters be attached at the end of the RFP in an appendix or should they be included in Part Two 3?

**RESPONSE:**

**Section IV.B.3(Part Two), Bidder References, requires reference contact information, not actual reference letters. As indicated in the response to the previous question, appendices beyond those specified in the RFP are not allowed.**

26. The RFP indicates that a reference can be from the Department; does this include FSE&T staff who a current provider has been working with in the current FSE&T program?

**RESPONSE:**

**Department staff associated with the FSE&T program may serve as a reference to this RFP as long as they are not part of the evaluation team for this procurement.**

27. Can the submitting entity give more than three references?

**RESPONSE:**

**Section IV.B.3 (Part Two) of the RFP requires the submission of three references. If more than three are included by a bidder *ONLY* the first three in order of presentation in the response will be considered. Please note, however, that if a bidder is proposing the use of a subcontractor(s) the bidders' response must, in addition to the three bidder references, include three separate references for each proposed subcontractor.**

28. In the previous RFP, the RFP required a description of the entity's fiscal management-is this required for the current RFP?

**RESPONSE:**

**No. Fiscal Management strength is evaluated through responses to other requirements in the RFP.**

29. Regarding binding, does “spiral bound notebooks” mean three ring binders, since the RFP also asks that binding allow for “updated pages to be easily incorporated”?

**RESPONSE:**

**Yes.**

30. Regarding the Certification Regarding Lobbying, what is appropriate for the “Period” blank, what date or time period?

**RESPONSE:**

**The projected term of contracts resulting from this procurement is October 1, 2007 through September 30, 2010. Please use this timeframe or mark the line “To Be Determined.”**

31. Are we to submit a one year budget or a multiple year budget?

**RESPONSE:**

**Section IV.D.2 (Part Four), requires anticipated contract cost information, based on the number of ABAWDS projected to be served. Cost information must be projected for the contract term specified in the RFP, i.e., October 1, 2007 through September 30, 2008.**

**Date Issued: July 13, 2007**

**This Addendum must be signed and returned with your submission.**

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

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

Approved \_\_\_\_\_

**Dorothy DiLernia**

**State of Connecticut**

**Department of Social Services**

(Original Signature on Document in Procurement File)

FOOD STAMP EMPLOYMENT & TRAINING PROGRAM  
REQUEST FOR PROPOSALS  
STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

The Department of Social Services is requesting applications from non-profit agencies and municipalities located within the State of Connecticut to develop and implement an innovative plan to address the availability and provision of Employment and Training Services to Food Stamp recipients who are Able-Bodied Adults Without Dependents (ABAWD's), and subject to the Personal Responsibility and Work Opportunities Reconciliation Act (PRWORA) of 1996.

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

**Potential bidders must submit a letter of intent to the Department no later than 3:00 PM, local time on Thursday, July 5, 2007. Completed applications must be received at the Department no later than 3:00 P.M. Local Time on Wednesday, July 25, 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. ALL APPLICATIONS MUST BE IN SEALED ENVELOPES CLEARLY MARKED "Food Stamp Employment & Training RFP".

To download the Request for Proposals, 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](http://www.das.state.ct.us/busopp.asp) or contact:

Dorothy DiLernia  
State of Connecticut  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
(860) 424-5056 (phone)  
(860) 424-4953 (fax)  
[dorothy.dilernia@ct.gov](mailto:dorothy.dilernia@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.

## Table of Contents

### **SECTION I - OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES AND PROJECT**

- A. DEPARTMENT OVERVIEW
- B. FOOD STAMP EMPLOYMENT & TRAINING PROGRAM BACKGROUND

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

- A. ISSUING OFFICE AND ADMINISTRATION
- B. PROCUREMENT SCHEDULE
- C. MANDATORY LETTERS OF INTENT
- D. BIDDER'S QUESTIONS
- E. EVALUATION AND SELECTION
- F. CONTRACT EXECUTION
- G. BIDDER DEBRIEFING
- H. RIGHTS RESERVED
- I. PROPOSAL PRESENTATION EXPENSES
- J. RESPONSE DATE AND TIME
- K. ACCEPTANCE OF PROPOSAL CONTENTS
- L. BIDDER ASSURANCES
- M. FREEDOM OF INFORMATION
- N. SET-ASIDE AFFIRMATIVE ACTION

### **SECTION III - GENERAL PROPOSAL REQUIREMENTS and STRUCTURE**

- A. GENERAL PROPOSAL REQUIREMENTS
  - 1. Overview of General Requirements
- B. INSTRUCTIONS FOR PROPOSAL STRUCTURE
  - 1. Delivery Condition
  - 2. Proposal Structure
  - 3. Format Requirements
    - a. Binding of Proposals
    - b. Tab Sheet Dividers
    - c. Table of Contents
    - d. Cross-referencing RFP and Proposal
    - e. Page Numbers
    - f. Page Format

### **SECTION IV - PROPOSAL CONTENTS**

- A. PART ONE: TRANSMITTAL COMMUNICATION, FORMS AND ACCEPTANCES

1. TRANSMITTAL LETTER
2. TABLE OF CONTENTS
3. EXECUTIVE SUMMARY
4. ADDENDUM ACKNOWLEDGEMENTS
5. PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE
6. WORKFORCE ANALYSIS FORM
7. NOTIFICATION TO BIDDERS FORM
8. SMOKING POLICY
9. LOBBYING RESTRICTIONS
10. CONTRACT AFFIDAVITS/CERTIFICATIONS
11. PROHIBITION ON CAMPAIGN CONTRIBUTIONS BY PROSPECTIVE STATE CONTRACTORS

## **B. PART TWO: ORGANIZATIONAL CAPACITY AND STRUCTURE**

1. SUMMARY OF ORGANIZATIONAL CAPACITY
2. ORGANIZATIONAL CHART AND DESCRIPTION
3. BIDDER'S REFERENCES
4. KEY PERSONNEL AND STAFF RESOURCES
5. REPORTING REQUIREMENTS

## **C. PART THREE: SCOPE OF SERVICES**

1. REQUIREMENTS
  - a. 'Qualifying Activity'
    - i. Vocational/Occupational Skills Training Services
    - ii. Work Experience in Community Service Programs
    - iii. Education
  - b. 'Non-qualifying Activity'
    - i. Structured Job Search Skills Training
  - c. Workforce Investment Act
  - d. Direct Services
  - e. Performance Incentives
  - f. Administrative Costs
  - g. Sub-contractors
2. PROJECT FOCUS
  - a. Executive Summary
  - b. Work Plan
  - c. Evaluation
  - d. Participant Expenses
  - e. Sanctioning
3. PROJECT APPROACHES AND ACTIVITIES
  - a. Multi-faceted Team Approach
  - b. Cultural Sensitivity
  - c. Employability Assessments

## **D. PART FOUR: BUDGET**

1. AUDITED FINANCIAL STATEMENTS
2. BUDGET NARRATIVE
3. PAYMENT STRUCTURE
4. COST STANDARDS

## **SECTION V - PROPOSAL EVALUATION**

### **A. PART ONE: OVERVIEW OF PROPOSAL EVALUATION**

1. EVALUATION
2. PHASES OF THE EVALUATION

### **B. PHASE ONE: EVALUATION OF MINIMUM STANDARDS**

1. SUBMISSION OF A LETTER OF INTENT
2. DEADLINE – CLOSING DATE
3. DELIVERY CONDITION – COPIES NECESSARY
4. COMPLIANCE WITH THE REQUIREMENTS FOR THE PROPOSAL CONTENTS

### **C. PHASE TWO EVALUATION OF THE ORGANIZATIONAL CAPACITY AND STRUCTURE, INCLUDING KEY POSITIONS AND KEY PERSONNEL**

### **D. PHASE THREE EVALUATION OF THE PROGRAM DESIGN**

### **E. PHASE FOUR EVALUATION OF THE BUDGET**

### **F. PHASE FIVE RANKING OF THE PROPOSALS**

## **SECTION VI APPENDICES**

APPENDIX I	Mandatory Terms and Conditions
APPENDIX II	Procurement and Contractual Agreements Signatory Acceptance
APPENDIX III	Workforce Analysis Form
APPENDIX IV	Notification to Bidders Form
APPENDIX V	Smoking Policy
APPENDIX VI	Lobbying Restrictions
APPENDIX VII	Gift Certification
APPENDIX VIII	Campaign Contribution Certification
APPENDIX IX	Consulting Agreement Affidavit
APPENDIX X	Prohibition on Campaign Contributions by Prospective State Contractors
APPENDIX XI	Potential Eligible ABAWDS by Municipality

## **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 Food Stamp Employment & Training Program Background**

The Department operates the Federal Food Stamp Program funded by the United States Department of Agriculture's Food and Nutrition Service (FNS). In past years, the Department has employed various methods to administer a Food Stamp Employment & Training (FSE&T) Program to Food Stamp Recipients. The goal of the FSE&T Program is to provide Connecticut's Food Stamp recipients with work related activities that will lead to gainful employment and a decreased dependency on assistance programs.

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), Food Stamp Recipients who are ABAWD's must participate in a "qualifying activity", as defined in Section IV C, Part Three 1.a of this Request for Proposals, for an average of eighty (80) hours per month each month in order to maintain eligibility for Food Stamp benefits, unless they live in a town for which the state has received a waiver or an exemption of the PRWORA work requirement. Only certain FSE&T program components as described in Section IV C, Part Three 1.a of this Request for Proposals meet the definition of "qualifying activity".

ABAWDs who are not exempt from the work requirement remain eligible for food stamps for only three full months in a 36-month period unless they:

- Work at least 80 hours per month, or
- Participate in employment and training for at least 80 hours per month, or
- Participate in workfare for the number of hours that when multiplied by minimum wage equals their monthly food stamp benefit.

The Department focuses its FSE&T program on the following targeted eligible populations:

- Food stamp recipients who are non-exempt ABAWDs in danger of losing eligibility for Food Stamp benefits if unable to fulfill the work requirement;
- ABAWDs who are not subject to the work requirement; and
- Once all eligible ABAWDs have been exhausted, families whose eligibility for Temporary Family Assistance (TFA) has expired due to the time limit will be served.

## 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:

Dorothy DiLernia  
Contract Administration  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
Phone: (860) 424-5056 - Fax: (860) 424-4953  
E-mail: [dorothy.dilernia@ct.gov](mailto:dorothy.dilernia@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 “ Food Stamp Employment & Training RFP.”

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

### B. Procurement Schedule

<b>Milestones</b>	<b>Ending Dates</b>
RFP Released	June 21, 2007
Deadline for MANDATORY Letters of Intent 3:00 PM Local Time	July 5, 2007
Deadline for the submission of written questions 3:00 PM Local Time	July 5, 2007
Anticipated posting of Department’s Official Responses to Questions	July 10, 2007
Proposals Due by 3:00 PM Local Time	July 25, 2007
Review of Proposals and Recommendations made to the Commissioners	August 17, 2007
Anticipated Announcement of awards to negotiate contracts	August 24, 2007
Contract Negotiations/Contract Execution	August 27, 2007 – September 28, 2007
Food Stamp Employment & Training Programs Commence	October 1, 2007

### **C. Mandatory Letters of Intent**

**Interested applicants MUST submit a non-binding Letter of Intent to the Issuing Office to advise the Department of their intention to present a proposal in response to this RFP. Letters of intent MUST be received by the Issuing Office NO LATER THAN 3:00 pm local time on Thursday, July 5, 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. It is the applicant's responsibility to confirm the Issuing Office's receipt of a Letter of Intent.

### **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 Thursday, July 5, 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 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](http://www.das.state.ct.us/Purchase/Portal/Portal_home.asp). The tentative posting date for the addendum is Tuesday, July 10, 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. **Bidder's must include with their proposal a signed acknowledgment of the receipt of each addendum posted to the State Contracting Portal.**

### **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 application 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 applications 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 applications 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 application 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 applications 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 BFO's it receives.
- **Unacceptable proposals:** Reopen the bidding process if the Department determines that all proposals are unacceptable.

#### **I. 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.

#### **J. RESPONSE DATE AND TIME**

The issuing office must receive proposals by **3:00 PM Local Time, Wednesday, July 25, 2007**. 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 proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without a photo I.D. and should allow extra time for security procedures. Bidders must address all RFP communications to the issuing office.

#### **K. 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 performance-based Purchase of Service (POS) contract (Appendix 1) between the successful bidder(s) and the Department. The bidder's proposal must include a "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.

## **L. 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.

## **M. 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. Bidders 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 application 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.

## **N. 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](mailto:Supplier.Diversity@ct.gov) or access the DAS website. [http://www.das.state.ct.us/Purchase/SetAside/OSD\\_Search\\_Vendors.asp](http://www.das.state.ct.us/Purchase/SetAside/OSD_Search_Vendors.asp)

### **III. GENERAL PROPOSAL REQUIREMENTS and STRUCTURE**

#### **A. General Proposal Requirements**

1. 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. Responses must provide evidence of successful experience or competence.

#### **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 ("Food Stamp Employment & Training RFP"), sealed envelopes or sealed boxes by the deadline. In addition, one (1) exact electronic copy of the entire proposal in a non-PDF format must be submitted, 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.

##### **3. 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 – Food Stamp Employment & Training 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 oversize, 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 One -Transmittal Communication, Forms and Acceptances contained in the order specified below:** Each response must include an original (clearly marked) and

six (6) exact copies properly marked as “Food Stamp Employment & Training Program RFP.” One (1) exact electronic copy (floppy or compact disk) must be submitted as well.

1. **Transmittal Letter:** The original proposal and all copies must include a Transmittal Letter limited to one (1) page which addresses the Bidders Assurances for 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.
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 application must include a completed Gift Certification (Appendix VII) a completed Campaign Contribution Certification (Appendix VIII) and a Consulting Agreement Affidavit (Appendix IX).

If a bidder is exempt from the Contract Affidavit/Certification Requirements, they must indicate this fact on the appendices and return the forms with the proposal.

**11. Campaign Contribution and Solicitation Ban (Appendix X)**

Pursuant to Public Act 07-01, "principals" of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions. A responsive application must include a completed State Contractor Principals Collection Form (SEEC Form 10).

## **B. Part Two - 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 Food Stamp Employment & Training services. 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 Food Stamp Employment & Training Program. 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, and 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 bidding 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 FSE&T program including:
  - i. the address of the facility/facilities;
  - ii. the name and number of a contact person who has access to the facility should the Department wish to visit the site prior to granting awards;
  - iii. bus route accessibility;
  - iv. a statement of how the facility is currently used;
  - v. description of the surrounding neighborhood;
  - vi. the number of exits from the facility;
  - vii. any renovations that are necessary or planned for the facility;
  - viii. facility problems that have been abated in the last 5 years including, but not limited to, lead paint, pests, mold, asbestos, etc; and
  - ix. recent photographs of the interior and exterior of the facility.
- f. technological capabilities, challenges, and goals of the bidding organization;

- g. experience relevant to the functions to be performed under this contract and a listing and summary of recent contracts 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 3 pages)**

A responsive proposal must include a functional organizational chart and accompanying narrative detailing how the Food Stamp Employment & Training 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.

## **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. 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. 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.

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 the Department's requests for status updates and all required reports.

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, October 1, 2007

## **5. Reporting Requirements**

The successful bidder shall be expected to report on a monthly basis in a format to be approved by the Department. These reports may 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 satisfaction surveys.

The successful bidder will be expected to fully cooperate with the data collection and reporting requirements established by the Department 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 Three – Scope of Services (maximum 50 pages)**

### **1. Requirements**

The resultant contractor(s) selected through the RFP process will be required to comply with the following requirements:

- a. Throughout the term of the contract, the resultant contractor(s) will be required to direct clients to participate in one or more FSE&T program components that meet the definition of a "qualifying activity". These qualifying activities are designed to improve the participating client's ability to obtain regular employment and increase earnings. Participation in such FSE&T program components will also assist those clients to meet the work requirement established by PRWORA. "Qualifying activity" is defined as:
  - i. Vocational/Occupational Skills Training Services: An FSE&T component or activity shall provide participating clients with training in various trades and other

occupational skills such as including but not limited to: culinary arts, certified nurses assistant (CNA), medical office assistant, computer skills, electronics, mechanic skills, hair stylist, and certified driver's license training. Participating clients shall be supported for up to five (5) months in the component. On-the-Job Training (OJT) provides vocational-specific training at the actual job site, and is a part of the Vocational/Occupational Skills Training Services component.

- ii. **Work Experience in Community Service Programs:** The component provides participating clients with work experience while providing a service to the community. Participating clients in the program component are supervised by employees of municipalities or community service agencies who may be used as references for potential employers. Work experience opportunities may be at locations including, but not limited to non-profit community services agencies and organizations including municipal work sites. Participating clients in the program component may not displace an employee of the agency or organization providing the community service component. There is no time limit for support in the component.
  - iii. **Education:** The component provides participating clients with basic educational skills, including but not limited to: Adult Basic Education (ABE), General Equivalency Diploma (GED), post secondary education, instruction in English as a second language (ESL). and continuing education. Participating clients shall be supported for up to five (5) months in the component.
- b. Throughout the term of the contract, the resultant contractor(s) may also direct participating clients in the following FSE&T program component that does not meet the definition of a “qualifying activity”:
- i. **Structured Job Search Skills Training:** This component provides group training as well as individual assistance in methods of finding and contacting employers, networking in the labor market (client must make at least 12 employer contacts per month), resume preparation, interview strategies and supervised job search activity. The resultant contractor(s) must make at least one follow up phone call or letter to the participating client during the month. Participating clients in the component alone shall be supported for up to two (2) months.
- c. In accordance with the Workforce Investment Act (WIA), Workforce Investment Boards (WIB's) are responsible for the coordination of employment and training in Connecticut and provide advice and assistance to the Department. Throughout the term of the contract, resultant contractor(s) will be required to coordinate their FSE&T activities with their local WIB's.
- d. **Direct Services:**
- Eighty-five (85) percent of the total funding allotment must be utilized toward direct services. Direct services are defined as an array of services provided directly to clients, including, but not limited to, assessment of employability, assessment of education and training needs required to achieve employability, referrals to appropriate education and training programs, assistance with and oversight of

structured job search, referrals to work experience (workfare) programs and placement in employment.

e. Performance Incentives

The Department will withhold five (5) percent of the total funding allotment to pay as for performance incentives. During each contract year the Department will pay the resultant contractor(s) a one-time performance incentive of \$100.00 for each FSE&T participating client who, within ninety (90) days of beginning to participate in FSE&T obtains a job working at least twenty (20) hours per week and stays in the job at least thirty (30) days. The job must pay at least the state minimum wage. To receive the performance incentives the resultant contractor(s) must obtain and provide the Department with documentation of the employment from the participating client. Acceptable documentation consists of pay stubs or a letter from the employer.

f. Administrative Costs:

No more than ten (10) percent of the total funding allotment can be used for administrative costs.

g. Sub-contractors

The use of subcontractors is prohibited with one exception. A resultant contractor bidder may be allowed, on a case-by-case basis, to subcontract training components that require expertise beyond the successful bidder's capacity to provide themselves. Examples of training activities that may be subcontracted include, but are not limited to, culinary training and certified nurses assistance training. Use of subcontractors will require the pre-approval of the Department.

## 2. Project Focus

This section describes the focus of the proposed plan and instructions for completing the proposal process. Bidders should propose a multi-faceted plan to serve clients to address their employment and training needs in a comprehensive manner. A responsive proposal will include the ability to meet the employment and training needs of clients through the provision of direct services while ensuring compliance with the requirements listed above in 1 (a-e.). The proposed plan must focus on clients in danger of losing their eligibility for Food Stamps. Partnerships with other organizations and agencies are encouraged. A responsive proposal shall consist of the following:

a. Executive Summary

A clear and concise summary, limited to two (2) pages in length, of your proposed plan including goals and objectives; proposed intervention; target populations(s); and anticipated outcomes.

b. Work Plan

A description of your overall multifaceted plan to advance the purpose and vision outlined in this Request for Proposals. Include planned implementation activities and a description of how the tasks will be carried out. Describe in detail the services, including direct services and to what area or region the services will be provided. Describe how the proposed plan will ensure that FSE&T Program recipients will utilize services. Note any barriers you anticipate encountering and how your proposed plan will be able to overcome these barriers. Note any collaboration with other agencies in carrying out the activities of the proposed plan.

c. Evaluation

A description of the approach, methods, and data that will be used to evaluate the proposed plan's progress toward achieving its policy goals and objectives, and its measurable performance goals (for example, every six months FSE&T program participants will be surveyed to determine whether their needs have been met). Timelines for the evaluation implementation should be included.

d. Participant Expenses

The Department shall reimburse resultant contractor(s) their actual expenses for FSE&T participant expenses. Such expenses may include but are not limited to: client transportation to a job interview, dependent care, special equipment, books and other training materials, uniforms, and other items needed for participation and any special certificates or licenses needed upon completion of a course to obtain employment, the cost of medical treatment needed to improve employability, such as eyeglasses and dental work if the client has no other means of paying for the treatment. Participant expenses are part of the resultant contractor(s) 85% funding allotment.

e. Sanctioning:

Clients referred by the Department to the resultant contractor(s) who do not cooperate with the resultant contractor as evidenced by their failure to respond to attempted contacts by the resultant contractor(s), or to participate in an assigned activity, must be referred back to the Department for sanctioning. The resultant contractor(s) will be required to provide documentation to support the sanction referral and may be required to testify at a fair hearing.

**3. Project Approaches and Activities:**

Bidder responses may propose any of the following examples when developing the work plan:

a. Utilization of a multifaceted team approach to working with clients that

incorporates the skills of a variety of agencies and results in a comprehensive array of employment and training services.

- b. Development of culturally sensitive, multilingual services such as multilingual assessment teams.
- c. Utilization of a multifaceted team approach to working with clients to conduct a detailed assessment of their employability, including education and training needs

#### **D. Part 4 – Budget**

Each bidder's 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 bidder must be provided for each of the last two (2) appropriate fiscal years. Audited Financial Statements do not count toward the total page limit of the Bidder's response.

##### **2. Budget Narrative (maximum 10 pages)**

The proposal must include a narrative that explains and details the anticipated resultant contract cost, based on the number of ABAWDS identified in the community(ies) the bidder proposes to serve. A list of ABAWD activity by municipality is included as Appendix XI of this RFP. The narrative must also 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. Payment Structure**

The contract between the resultant contractor(s) and the Department will include payment provisions wherein the resultant contractor(s) will be compensated on a performance basis. The total amount of funding available through the application is anticipated at \$903,055 for October 1, 2007 through September 30, 2008, with the assumption of similar annual funding through the duration of the intended contract period of October 1, 2007 through September 30, 2010. Payments for services will be made on a regular basis in accordance with submitted invoices and required financial and programmatic reports as further described in the POS Terms and Conditions. An initial payment equaling twenty-five percent (25%) of the resultant contractor(s) first year's allotment shall be paid upon successful execution of a contract. This advance payment shall be reconciled against the rate scale described below.

Payments will be disbursed to the resultant contractor(s) in accordance with the following rate scale up to the maximum allotment.

Offered Un-Filled Slot:

\$30.00 for each “offered” un-filled slot. The Department will consider that a slot has been “offered” when a letter is sent by the resultant contractor(s) and received by the client (not returned by the Post Office). If the letter is returned by the Post Office the resultant contractor(s) shall attempt to send a second letter to the client. The resultant contractor shall also send a second letter if the letter has not been returned by the Post Office and the client does not respond to the first letter. The Department will pay the resultant contractor for an “offered” slot one (1) time per contract year.

Offered Filled Slot/Non-Qualifying Activity:

\$150.00 per month for up to two (2) months for each client who participates as assigned by the resultant contractor in Structured Job Search Skills Training. The Department will pay for this component for each participating client one (1) time per calendar year.

Offered Filled Slot/Qualifying Activities:

\$250.00 per month for up to five (5) months for each client who participates as assigned by the resultant contractor for Educational Programs. The Department will pay for this component for each participating client one (1) time per calendar year.

\$250.00 per month for up to five (5) months for each client who participates as assigned by the resultant contractor for Vocational/Occupational Skills Training. The Department will pay for this component for each participating client one (1) time per calendar year.

\$100.00 per month for each client who participates as assigned by the resultant contractor for Work Experience. There is no time limit for this component.

\$100.00 one-time performance incentive for each client who participates in the FSE & T Program and acquires a job. The job must pay at least the state minimum wage. The resultant contractor must obtain documentation of the employment from the client. Acceptable documentation consists of pay stubs or a letter from the employer. The Department will pay the performance incentive one-time per client during the contract duration.

A resultant contractor may only receive payment for *either* an offered-unfilled slot *or* an offered-filled slot excluding the performance incentive. However, a prospective client may engage in multiple FSE&T program components simultaneously, thus allowing resultant contractor(s) to bill the Department for such activity and receive payment.

#### **4. Cost Standards**

Budgetary information included in the bidder’s response to this RFP 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](http://opm.state.ct.us/finance/pos_standards/coststandards.htm).

## 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 submitting a 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 Food Stamp Employment & Training Program.
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 application. 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 RFP requirements are:

1. **Submission of a Letter of Intent:** The Issuing Office must have received, NO LATER THAN 3:00 pm local time on Thursday, July 5, 2007, a letter of intent from the Bidder that meets all of the requirements in Section II C of this RFP.
2. **Deadline – Closing Date:** The proposal must have been received before the closing date and time for 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** 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. 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 Food Stamp Employment & Training 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 thirty-five percent (35%) of the available points for the entire proposal.

**D. Phase 3 – Evaluation of the Scope of Services**

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of the RFP, including its organization, appropriateness, completeness and logic. The evaluation will consider how innovative and creative the bidder is in responding to the functional and technical requirements outlined in the RFP. The Scope of Services 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**

Budgetary information will be evaluated only for bidders who achieve a minimum of 70% of the total available points in Phases 2 and 3. Budgetary information will be worth fifteen percent (15%) 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;

**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.

## **APPENDIX I MANDATORY TERMS AND CONDITIONS**

### **Section 1 General RFP Provisions:**

#### **1.1 PREPARATION EXPENSE**

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

#### **1.2 INSURANCE**

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

#### **1.3 SUSPENSION OR DEBARMENT**

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

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

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

#### **1.4. PROCUREMENT AND CONTRACTUAL AGREEMENTS**

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFP and are mandatory for any resultant contract(s). The Department is solely responsible

for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, “contract,” refers to any resultant contract to this RFP, although the term, “contract,” as used in these terms and conditions does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP. Also, as used in these mandatory terms and conditions, the term, “contractor,” refers to any resultant contractor to this RFP, although the term, “contractor,” does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP.

## **Section 2                    General Contract Provisions:**

### **PART 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 Conn. Gen. Stat. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); Conn. Gen. Stat. § 46a-11b (relative to persons with mental retardation); and Conn. Gen. Stat. § 17b-407 (relative to elderly persons).

#### **B. CONTRACTOR OBLIGATIONS**

1. **Cost Standards.** Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management (“OPM”), as may be amended from time to time. The Cost Standards are published by OPM on the Web at [http://www.opm.state.ct.us/finance/pos\\_standards/coststandards.htm](http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm). Such Cost Standards shall apply to:
  - (a) all new Contracts effective on or after January 1, 2007;
  - (b) all Contract amendments modifying funding, effective on or after January 1, 2007;
  - (c) all Contracts in effect on or after July 1, 2007.
2. **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.

**3. Organizational Information, Conflict of Interest, IRS Form 990.** Annually during the term of the contract, the Contractor shall submit to the Department the following:

- (a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, 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.

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

**5. 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.

**6. 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.

7. **Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.
8. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:
- (a) real estate sales or leases;
  - (b) leases for equipment, vehicles or household furnishings;
  - (c) mortgages, loans and working capital loans; and
  - (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.
9. **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.
10. **Suspension or Debarment.**
- (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
    - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
    - (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
    - (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Department.
11. **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.

**12. 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 prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided 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 clause or any other clause 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.

**13. 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.

**14. Indemnification.**

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

- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

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

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

**17. 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.

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

**19. 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.

**20. 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.

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

**22. Litigation.**

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

**C. ALTERATIONS, CANCELLATION AND TERMINATION**

**1. Contract Revisions and Amendments.**

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

**2. Contract Reduction.**

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
  - (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; 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 thirty (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 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 subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
  - (6) terminate this contract;
  - (7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the 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 of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (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, above, 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 the contract is terminated by either party. 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. **Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

7. **Transition after Termination or Expiration of Contract.** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and

expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

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

**9. Mergers and Acquisitions.**

- (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
- (b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

**D. STATUTORY AND REGULATORY COMPLIANCE**

**1. Health Insurance Portability Act of 1996 (“HIPAA”).**

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance “with all applicable federal and state law regarding confidentiality, which includes but is not limited to (“HIPAA”), more specifically with the Privacy and Security Rules at 45 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 HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
- (1) “Business Associate” shall mean the Contractor.
  - (2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (4) “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).
  - (5) “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.
  - (6) “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.
  - (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (10) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
  - (11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - (12) “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.
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of

electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
  - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
  - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
  - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
  - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all 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.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (l)(2) above, upon termination of 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.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business

Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.
- 2. Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- 3. Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 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 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
- 4. Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
- 5. Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:
  - (a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post

copies of the notice in conspicuous places available to employees and applicants for employment;

- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Connecticut General Statutes;
- (4) the Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Connecticut General Statutes.

(b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that 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. § 49-60g.
- (c) For the purposes of this section, “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- 7. Government Function; Freedom of Information.** If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. § 1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor’s performance of the

governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

**8. Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

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

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

**11. Executive Orders.**

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting

agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;
- (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
- (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;
- (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules; (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

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

**Appendix II**  
**PROCUREMENT AND CONTRACTUAL AGREEMENTS**  
Statement of Acceptance

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

ACCEPTANCE STATEMENT

On behalf of \_\_\_\_\_, I, \_\_\_\_\_ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Food Stamp Employment & Training Program Request for Proposals.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX III**

**WORKFORCE ANALYSIS FORM**

Contractor Name: \_\_\_\_\_ Total number of CT employees:

Address: \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

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

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



**WORKFORCE ANALYSIS FORM (cont'd)**

1. Have you successfully implemented an Affirmative Action Plan? Yes \_\_\_ No \_\_\_  
Date of Implementation \_\_\_\_\_ If the answer is "No", explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?  
Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_ Explanation:

2. Have you successfully developed an apprenticeship program complying with  
Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations,  
inclusive: Yes \_\_\_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_ Explanation:

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 \_\_\_\_\_ Explanation:

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

\_\_\_\_\_

\_\_\_\_\_

Contractor's Authorized Signature

Date

[WFA 5/93]

## APPENDIX IV - NOTIFICATION TO BIDDERS

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by Section 4a-60 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 4a-60 et. seq. of the Regulations of the Connecticut State Agencies establish a procedure for the awarding of all contracts covered by Section 4a-60 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 4a-60 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 Regulations of Connecticut State Agencies, inclusive;
3. The bidder's promise to develop and implement an affirmative action plan;
4. The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market;
5. The bidder's promise to set aside a portion of the contract for legitimate minority businesses. See section 4-114a3 (10) of the Contract Compliance Regulations.

---

**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 - SMOKING POLICY

### 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 its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.

**(c) The Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.**

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

History: P.A. 87-149 amended 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**

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

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

**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 that \$100,000 for each such failure.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name & Title

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

\_\_\_\_\_  
Date

**APPENDIX VII  
STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines  
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 execution of the attached contract) 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>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
<u>Date of Gift</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 IX  
STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines  
**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  
Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

## APPENDIX X

### SEEC FORM 11

#### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

##### **Campaign Contribution and Solicitation Ban**

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

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

##### **Duty to Inform**

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

##### **Penalties for Violations**

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

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

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

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

Receipt acknowledged: \_\_\_\_\_ (signature) \_\_\_\_\_ (date)

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

APPENDIX XI  
POTENTIAL ELIGIBLE ABAWDS BY MUNICIPALITY

Town	Amount	Town	Amount
Andover	2	New Canaan	0
Ansonia	52	New Fairfield	4
Ashford	2	New Hartford	2
Avon	2	New Haven	2608
Barkhamsted	2	Newington	20
Beacon Falls	12	New London	148
Berlin	9	New Milford	21
Bethany	0	Newtown	7
Bethel	11	Norfolk	0
Bethlehem	1	North Branford	13
Bloomfield	44	North Canaan	2
Bolton	3	North Haven	24
Bozrah	3	North Stonington	5
Branford	23	Norwalk	94
Bridgeport	1707	Norwich	205
Bridgewater	0	Old Lyme	3
Bristol	135	Old Saybrook	5
Brookfield	7	Orange	1
Brooklyn	20	Oxford	2
Burlington	1	Plainfield	55
Canaan	0	Plainville	25
Canterbury	4	Plymouth	12
Canton	3	Pomfret	5
Chaplin	4	Portland	10
Cheshire	10	Preston	2
Chester	0	Prospect	13

Clinton	8	Putnam	37
Colchester	6	Redding	0
Colebrook	0	Ridgefield	2
Columbia	0	Rocky Hill	9
Cornwall	0	Roxbury	0
Coventry	3	Salem	3
Cromwell	11	Salisbury	0
Danbury	154	Scotland	1
Darien	0	Seymour	18
Deep River	2	Sharon	4
Derby	27	Shelton	19
Durham	4	Sherman	1
Eastford	3	Simsbury	5
East Granby	1	Somers	4
East Haddam	9	Southbury	4
East Hampton	9	Southington	28
East Hartford	388	South Windsor	11
East Haven	58	Sprague	6
East Lyme	12	Stafford	10
Easton	1	Stamford	164
East Windsor	11	Sterling	14
Ellington	7	Stonington	22
Enfield	58	Stratford	57
Essex	3	Suffield	4
Fairfield	22	Thomaston	9
Farmington	10	Thompson	24
Franklin	3	Tolland	2
Glastonbury	14	Torrington	81
Goshen	1	Trumbull	6
Granby	5	Union	1
Greenwich	16	Vernon	54
Griswold	27	Voluntown	4
Groton	62	Wallingford	29

Guilford	11	Warren	1
Haddam	3	Washington	0
Hamden	92	Waterbury	1466
Hampton	9	Waterford	14
Hartford	3526	Watertown	65
Hartland	0	Westbrook	7
Harwinton	1	West Hartford	49
Hebron	3	West Haven	177
Kent	1	Weston	0
Killingly	71	Westport	2
Killingworth	3	Wethersfield	23
Lebanon	23	Willington	1
Ledyard	8	Wilton	0
Lisbon	4	Winchester	15
Litchfield	3	Windham	387
Lyme	2	Windsor	40
Madison	9	Windsor Locks	13
Manchester	179	Wolcott	20
Mansfield	8	Woodbridge	1
Marlborough	3	Woodbury	2
Meriden	252	Woodstock	6
Middlebury	2		
Middlefield	4		
Middletown	142		
Milford	61		
Monroe	2		
Montville	30		
Morris	2		
Naugatuck	132		
New Britain	797		