

**OEC-QIS-024**

**Please sign and submit the signature page only**

**ASSURANCES.** By submitting a proposal in response to this RFP, a Respondent implicitly gives the following assurances:

- 1. Collusion.** The Respondent represents and warrants that the Respondent did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The Respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. OEC may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Respondent, contractor, or its agents or employees.
- 3. Competitors.** The Respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the Respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The Respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, OEC may include the proposal, by reference or otherwise, into any contract with the successful Respondent.
- 5. Press Releases.** The Respondent agrees to obtain prior written consent and approval of OEC for press releases that relate in any manner to this RFP or any resultant contract.

**A. TERMS AND CONDITIONS.** By submitting a proposal in response to this RFP, a Respondent implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor OEC shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** OEC is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, OEC may request and authorize Respondents to submit written clarification of their proposals, in a manner or format prescribed by OEC, and at the Respondent's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by OEC. OEC may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, oral presentation or other supplemental information will be at a time selected and in a place provided by OEC. At its sole discretion, OEC may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.
- 7. Presentation of Supporting Evidence.** If requested by OEC, a Respondent must be prepared to present evidence of experience, ability, data-reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. OEC may make onsite visits to an operational facility or facilities of a Respondent to evaluate further the Respondent's capability to perform the duties required by this RFP. At its discretion, OEC may also check or contact any reference provided by the Respondent.
- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or OEC or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The

contract document will represent the entire agreement between the Respondent and OEC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the Respondent or for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by OEC and, if required, by the Attorney General's Office.

**B. RIGHTS RESERVED TO THE STATE.** By submitting a proposal in response to this RFP, a Respondent implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by OEC.
2. **Amending or Canceling RFP.** OEC reserves the right to amend or cancel this RFP on any date and at any time, if OEC deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, OEC may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** OEC reserves the right to award in part and/or to reject any and all proposals in whole or in part, for any reason or for no reason. Without limiting the generality of the foregoing, OEC may waive or modify any requirement, condition or other term set forth in the RFP if in its judgment the best interests of the State will be served. OEC reserves the right to reject the proposal of any Respondent who submits a proposal after the submission date and time or otherwise not in conformity with the submission requirements set forth in this RFP.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** OEC reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. OEC further reserves the right to contract with one or more Respondent for such services. After reviewing the scored criteria, OEC may seek Best and Final Offers (BFO) on cost from Respondents. OEC may set parameters on any BFOs received.
7. **Clerical Errors in Award.** OEC reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently

awarding the contract to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the Respondent.

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

**C. STATUTORY AND REGULATORY COMPLIANCE.** By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- 1. State Requirements.**

- a. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. §1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- b. Contract Compliance, C.G.S. §4a-60 and Regulations of CT State Agencies §46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- c. Consulting Agreements, C.G.S. §4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and

licensing agreements of any value, shall require a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. §4a-81. The Respondent may upload the Consulting Agreement Affidavit (OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Office of Early Childhood will review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this RFP as a hyperlink.

- d. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c).** Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. §9612(g) (2). If a Respondent is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Respondent must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The successful Respondent may upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Office of Early Childhood will review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this RFP as a hyperlink.

**IMPORTANT NOTE:** The successful Respondent must complete and submit OPM Ethics Form 1 prior to contract execution.

- e. Nondiscrimination Certification, C.G.S. §§4a-60(a) (1) and 4a-60a (a) (1).** If a Respondent is awarded an opportunity to negotiate a contract, the Respondent must provide OEC with written representation or documentation that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The successful Respondent may upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Office of Early Childhood will review said document online. The DAS guide to uploading

affidavits and nondiscrimination forms online is embedded in this RFP as a hyperlink.

**IMPORTANT NOTE:** The successful Respondent must complete and submit the appropriate nondiscrimination certification form prior to contract execution.

**f. Trafficking Victims Protection Act of 2000.**

- i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, the Agency shall terminate this contract immediately and report such termination to HRSA if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors, has performed any of the following actions:
  - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b) Procure a commercial sex act during the period of time that the award is in effect; or
  - c) Use forced labor in the performance of the services under this contract.
- ii. Guidance on this act is available at <http://www.hrsa.gov/grants/trafficking.htm>

**IMPORTANT NOTE:** A Respondent must complete and submit OPM Ethics Form 5 by the due date and time for proposals in response to this RFP.



**Quality Improvement Supports**

**AGREEMENTS AND ASSURANCES**

The undersigned Respondent affirms and declares that:

**1. General**

- a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
- b. The Respondent will deliver services to OEC not to exceed the cost proposed in the RFP and within the time- frames therein.
- c. The Respondent will seek prior approval from OEC before making any changes to the scope of services.
- d. Neither the Respondent or any official of the organization nor any subcontractor to the Respondent or any official of the subcontractor’s organization has received any notices of debarment or suspension from contracting with the State of Connecticut or the Federal Government.
- e. Neither the Respondent or any official of the organization nor any subcontractor to the Respondent or any official of the subcontractor’s organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

Return only this last page with signature to [OEC.RFP@ct.gov](mailto:OEC.RFP@ct.gov)