

**LEGAL NOTICE**  
**REQUEST FOR PROPOSALS FOR SERVICES**  
**Connecticut Office of Early Childhood**  
**Home Visiting Programs**

**ISSUE DATE: February 20, 2019**

The State of Connecticut, Office of Early Childhood (OEC) is seeking proposals from private and public organizations to implement home visiting programs prenatally and for families with young children using an evidence based home visiting model.

The request for proposals is available from the following sources:

- ) online at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2)
- ) online at [www.ct.gov/oec](http://www.ct.gov/oec) and click the "Request for Proposals" icon; or
- ) from the Official Agency Contact

Sondra Crute  
Office of Early Childhood  
Mail: 450 Columbus Blvd, Suite 205 Hartford, Connecticut 06103  
E-mail: [sondra.crute@ct.gov](mailto:sondra.crute@ct.gov)  
Telephone: (860) 500-4434

A bidder's conference via webcast will be held on **February 27, 2019 at 1:00 PM-2:00 PM at**

<https://ctsdeevents.webex.com/ctsdeevents/onstage/g.php?MTID=e60b9298fcf117c72c3389411a50efb8f>

The due date for proposals is **5:00 PM on Monday, April 15, 2019.**

Please direct all questions to the Official Agency Contact

## TABLE OF CONTENTS

<b>Section</b>	<b>Page</b>
Procurement Notice	1
<b>Section I — GENERAL INFORMATION</b>	<b>4</b>
A. Introduction	4
B. Abbreviations / Acronyms / Definitions	5
C. Instructions	7
D. Proposal Format	11
E. Evaluation of Proposals	13
<b>Section II — MANDATORY PROVISIONS</b>	<b>18</b>
A. POS Standard Contract, Parts I and II	19
B. Assurances	50
C. Terms and Conditions	50
D. Rights Reserved to the State	51
E. Statutory and Regulatory Compliance	53
<b>Section III — PROPOSAL INFORMATION</b>	<b>55</b>
A. Department Overview	55
B. Background	55
C. Overview of Proposal Requirements	55

<b>Section IV — PROPOSAL OUTLINE</b>	<b>56</b>
A. Cover Sheet	57
B. Table of Contents	57
C. Declaration of Confidential Information	57
D. Conflict of Interest – Disclosure Statement	57
E. Executive Summary	57
F. Main Proposal	58
G. Scope of Services & Work Plan	61
H. Staffing Plan	64
I. Data/Technology and Reporting	64
J. Subcontractors	65
K. Cost Proposal	65
L. Appendices	66
M. Forms	66

**REQUEST FOR PROPOSALS (RFP)  
BY THE STATE OF CONNECTICUT  
OFFICE OF EARLY CHILDHOOD (OEC)**

**I. GENERAL INFORMATION**

**A. INTRODUCTION**

1. RFP Name – State Funded Home Visiting
2. RFP Number – OEC-19-HV
3. RFP Summary

The OEC is seeking proposals from organizations with extensive experience in providing evidence based home visiting or home based services to parents and families with young children. The successful Respondents will be responsible for implementing a home visiting program prenatally and for families with young children using an evidence based home visiting program model. Respondents will be asked to identify towns they wish to serve but OEC may determine alternative service areas in order to ensure all towns in Connecticut have access to home visiting services. Respondent may choose from one or more of the evidence based home visiting models that have met Health and Human Services (HHS) criteria for evidence of effectiveness. Information on these models may be found here: [HHS Evidence Based Home Visiting Models](#).

The due date for proposals is **5:00 PM Monday, April 15, 2019**. Proposals must be received in the required packaging and labeling at the OEC, 450 Columbus Blvd, Suite 205, Hartford, CT 06103 not later than the deadline. When hand-delivering proposals by courier or in person, allow extra time due to parking and building security procedures. OEC strongly suggests contacting the official contact at (860) 500-4434 or [sondra.crute@ct.gov](mailto:sondra.crute@ct.gov) to make arrangements prior to delivery of the proposal. OEC also has a secure designated drop box on street level at 450 Columbus Boulevard. At 5:00 PM proposals left in the drop box will be picked up. Late submissions will not be accepted. **E-mailed proposals will not be accepted.**

OEC is authorized in accordance with Section 10-500 of the Connecticut General Statutes to provide home visiting services to eligible families. The requested services will be awarded through a competitive procurement process and funded by state dollars. OEC anticipates making up to 20 awards for home visiting services.

4. **Commodity Codes.** The following commodity code should be used when posting the RFP on the State Contracting Portal.

0600        Services (Professional, Support, Consulting and Misc. Services)

## **B. ABBREVIATIONS / ACRONYMS / DEFINITIONS**

<b>ACRONYM/ABBREVIATION</b>	<b>DEFINITION</b>
OEC or Department	Connecticut Office of Early Childhood.
Contractor	An entity that is awarded a contract as a result of this RFP.
Contract	A legally executed agreement between the Contractor and the OEC which is also referred to as a Personal Service Agreement or an Agreement.
ECIS	Early Childhood Information System
Day	Business days
Year	State Fiscal Year
Young Children	Children between ages 0-5
RFP	Request for Proposals.
BFO	Best and Final Offer
CFDA	Catalog of Federal Domestic Assistance
C.G.S.	Connecticut General Statutes
CHRO	Connecticut Commission on Human Rights and Opportunities
CT	Connecticut
DAS	CT Department of Administrative Services
OEC	CT Office of Early Childhood
DUNS	Data Universal Numbering System
FOIA	CT Freedom of Information Act

IRS	Federal Internal Revenue Service
LOI	Letter of Intent
MOU	Memorandum of Understanding
OAG	CT Office of the Attorney General
OPM	CT Office of Policy and Management
OSC	Office of the State Comptroller
PA	CT Public Act
POS	Purchase of Service
Prospective Respondent	An entity with a legal presence in Connecticut or Connecticut municipality that may submit a proposal to OEC in response to this RFP, but has not yet done so
Respondent	Entity responding to this RFP
SEEC	State Elections Enforcement Commission (CT)
Subcontractor	An individual (other than an employee of the contractor) or business entity hired by the entity contracting with OEC as a result of this RFP to provide specific services, and who will be paid with contract funds to provide such services
U.S.	United States

## C. INSTRUCTIONS

1. **Official Contact.** The individual below is the Official Contact for purposes of this RFP. The Official Contact is the only authorized contact for this procurement and, as such, handles all related communications of the RFP on behalf of OEC. Respondents, prospective Respondents, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to OEC about this RFP is strictly prohibited. Respondents or prospective Respondents who violate this instruction will be disqualified from further consideration.

**Sondra Crute**  
**Family Support Division**  
**OEC**  
**450 Columbus Blvd, Suite 205**  
**Hartford, Connecticut 06103**  
**TELEPHONE: (860) 500-4434**  
**E-MAIL: [sondra.crute@ct.gov](mailto:sondra.crute@ct.gov)**

Respondents and prospective Respondents must ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

OEC reserves the right to appoint an alternate Official Contact if necessary. A formal RFP amendment will be issued to provide contact information for the alternate Official Agency Contact. Respondents will be required to limit their contact regarding the RFP to the person named therein. The RFP amendment will be posted on the State Contracting Portal at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2). Respondents may also go to [www.ct.gov/oec](http://www.ct.gov/oec) and click the Request for Proposals icon on the State of Connecticut Office of Early Childhood website.

2. **Respondent's Authorized Representatives. (Form 1)** Respondents must designate an authorized representative and one (1) alternate. Providers must submit a "Respondent's Authorized Representative Form" to enable staff to communicate with the OEC during the open submission period. The form is included in Section V of this RFP (Form 1). The form must be signed by the organization's chief executive officer or another official with signatory authority. A new Respondent's Authorized Representative Form may be submitted with the proposal to reflect any changes the provider may wish to make. The form must also be submitted as Attachment A in the proposal if changes have been made.
3. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

) **State Contracting Portal**

[http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2)

) **Office of Early Childhood** [www.ct.gov/oec](http://www.ct.gov/oec) and click the Request for Proposals icon

It is strongly recommended that any Respondent or prospective Respondent interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal at <http://das.ct.gov/cr1.aspx?page=161>. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy by the state's DAS to assist in monitoring activities associated with State procurements, including this RFP. Printed copies of all documents are also available from the Official Contact upon request.

4. **Contract Award.** It is the OEC's intent to make up to 20 awards as a result of this RFP. The award of any contract pursuant to this RFP is dependent upon the availability of funding to the OEC.

The OEC anticipates that the successful Respondent will commence work on July 1, 2019 and continue until December 31, 2020.

5. **Eligibility.** Public or private organizations, for- profits or non-profits with a legal presence in Connecticut are eligible to submit proposals in response to this RFP. Individuals and any entity that is not a duly formed business entity are ineligible to participate in this procurement. Respondents must provide proof of nonprofit status such as a copy of the Internal Revenue Service (IRS) determination letter as appropriate.

6. **Minimum Qualifications of Respondents.** To qualify for a contract award, a Respondent must have the following minimum qualifications:

) No less than five (5) years of demonstrated experience providing home visiting using and evidence-based model or providing home based services to families of young children.

) Providing sufficient staff including managerial and administrative support to implement the required home visiting services.

) Engaging multiple stakeholders that provide a comprehensive array of services that support the complex needs of families.

7. **Procurement Schedule.** The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates



after the submittal deadline for proposals indicated with an asterisk (\*) are target dates only.

Release of RFP	02/19/2019
Legal Notices published in the newspapers	02/24/2019
Bidders Conference via webcast	02/27/2019
Deadline for Questions	03/15/2019 @ 12:00 PM (EDT)
Anticipated Release of Official Answers	03/22/2019
Mandatory Letter of Intent	03/25/2019 @ 5:00 PM (EDT)
Proposals due	04/15/2019 @ 5:00 PM (EDT)
Anticipated Selection of Contractor	04/22/2019
Anticipated Start of Contract negotiations	04/23/2019
* Anticipated Start of Contract	7/1/2019

## 8. Inquiry Procedures.

- ) All questions regarding this RFP must be directed, in writing via e-mail, to the Official Agency Contact by **12:00 Noon on March 15, 2019**.
- ) The early submission of questions is encouraged.
- ) Questions will not be accepted or answered verbally – neither in person nor over the telephone.
- ) All questions received before the deadline, except questions categorized below, will be answered.
- ) The OEC will not answer questions when the source is unknown (i.e., nuisance or anonymous questions).
- ) Questions deemed by OEC to be unrelated to the RFP or the procurement process **WILL NOT** be answered.
- ) The OEC may combine similar questions and give only one answer to the combined question.
- ) All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.
- ) If needed, a formal amendment to this RFP may be issued no later than March 24, 2019 to provide answers to questions. The amendment will be posted on the State Contracting Portal at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2;](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2;) or on the OEC's website [www.ct.gov/oec](http://www.ct.gov/oec) and click the Request for Proposals icon on the State of Connecticut Office of Early Childhood website.

9. **Letter of Intent.** Interested Respondents are **required** to submit a Letter of Intent (LOI), via mail, e-mail, to the Official Agency Contact by 5:00 PM on March 25, 2019 to advise the OEC of its intention to present a proposal in response to this RFP. Submission of a **LOI is required** in order to submit a proposal, however submission of an LOI does not require a submission to the RFP.

10. **Proposals Due.** The proposal must be received in the required packaging and labeling no later than **5:00 PM on April 15, 2019**. Late submissions will not be accepted. When hand-delivering proposals by courier or in person, allow extra time due to parking and building security procedures. OEC strongly suggests contacting the official contact at (860) 500-4434 or [sondra.crute@ct.gov](mailto:sondra.crute@ct.gov) to make arrangements prior to delivery of the proposal. OEC also has a secure designated drop box on street level at 450 Columbus Boulevard. At 5:00 PM proposals left in the drop box will be picked up. **E-mailed proposals will not be accepted.** Postmark date will not be considered the basis for meeting any submission deadline. Proposals received after the due date and time will not be accepted by the OEC and will not be evaluated. At the discretion of the OEC, late proposals may be destroyed or retained for pick up by the submitters.

Proposals are to be submitted to:

**Sondra Crute**  
**Family Support Division**  
**OEC**  
**450 Columbus Blvd, Suite 205**  
**Hartford, Connecticut 06103**  
**TELEPHONE: (860) 500-4434**  
**E-MAIL: [sondra.crute@ct.gov](mailto:sondra.crute@ct.gov)**

An acceptable submission must include the following:

- ) One (1) original proposal;
- ) Six (6) conforming electronic copies. Flash drives clearly labeled with the Legal name of the Respondent and the RFP Name or Number on each electronic copy: – State Funded Home Visiting (HV), OEC-19-HV

The original proposal must carry original signatures and be clearly marked on the cover as “Original.” Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Review Committee. The electronic copies of the proposal must be compatible with Microsoft Office Word 2013 except for the Budget, which may be compatible with Microsoft Office Excel 2013. For the electronic copies, required Appendices and Forms identified in Section IV may be scanned and submitted in Portable Document Format (PDF) or similar file format. **Proposals that do not meet all of the criteria in this section will not be evaluated.**

11. **Declaration of Confidential Information.** Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a Respondent deems that certain information required by this RFP is confidential, the Respondent must label such information as CONFIDENTIAL.

In Section C of the proposal submission, the Respondent must reference where the information labeled CONFIDENTIAL is located in the proposal.

EXAMPLE: Section G.1.a. For each subsection so referenced, the Respondent must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the Respondent that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b). Acceptance of a proposal by OEC where such proposal contains such confidentiality requests is not an agreement that such material is confidential or exempt from disclosure. OEC reserves the right to make such determination.

12. **Conflict of Interest -Disclosure Statement.** Respondents must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. OEC will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Respondent must affirm such in the disclosure statement. Example: “[name of Respondent] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”

#### **D. PROPOSAL FORMAT**

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Submissions that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The Respondent must use a Cover Sheet that includes the information below. *Legal Name* is defined as the name of private provider organization, submitting the proposal. Respondent’s *Authorized Representative* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the Respondent to provide services in accordance with the terms and provision described in this RFP and any amendments or attachments hereto.

- ) RFP Name or Number
- ) Legal Name
- ) FEIN
- ) DUNS
- ) Street Address
- ) Town/City/State/Zip
- ) Authorized Representatives
- ) Title
- ) Phone Number
- ) E-mail Address
- ) Authorized Official
- ) Title
- ) Signature

3. **Table of Contents.** Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal (See Section IV).
4. **Executive Summary.** Proposals must include a high-level executive summary that summarizes the content of the Respondent's proposal. The Executive Summary shall include: A minimum of five (5) years demonstrated experience with providing home visiting services to families of young children.
5. **Main Proposal.** Proposals must include the following: Scope of Services, Work Plan, Staffing Plan, Data and Technology, Subcontractors, and Cost Proposal (See Section IV)
6. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.
7. **General Requirements**
  - ) All required forms must be submitted with the proposal as attachments.
  - ) Do not use material dependent on color distinctions, animated electronics, etc.
8. **Style Requirements.** Submitted proposals must conform to the following specifications:
  - ) Flash drives: Each must be labeled with Legal Name of the Respondent and the RFP Name: State Funded Home Visiting (HV), OEC-19-HV
  - ) Binding Type: Loose leaf binders (for the original) with the Legal Name of the Respondent and the RFP Name appearing on the outside front cover of the binder: RFP Name – State Funded Home Visiting (HV), OEC-19-HV

- J Dividers: Required to separate each major section
- J Paper Size: 8 ½ X 11, Portrait
- J Page Limit: Specified in section
- J Print Style: All pages except financial statement(s) must be numbered and double-sided
- J Font Size: 12 point
- J Font Type: Times New Roman or Arial
- J Margins: 1" minimum on the top, bottom, and sides of all pages
- J Line Spacing: Double-spaced

9. **Pagination.** The Respondent's name must be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, must be numbered in the footer according to the proposal outline in section IV.

**10. Packaging and Labeling Requirements.**

- J All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact.
- J The proposal must be duly executed by signing Cover Sheet and Agreements and Assurances form (**Form 2**).
- J The Legal Name and Address of the Respondent must appear in the upper left corner of the envelope or package.
- J The RFP Name and Number must be clearly displayed on the envelope: State Funded Home Visiting (HV) – OEC-19-HV
- J Any received proposal that does not conform to these packaging or labeling instructions will not be accepted or evaluation.
- J Any proposal excluded from evaluation will be destroyed.

**E. EVALUATION OF PROPOSALS**

1. **Evaluation Process.** It is the intent of OEC to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Respondents, and awarding contracts, OEC will conform to OEC's written procedures for POS procurements (pursuant to C.G.S. § 4217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
2. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format and conform to the style, packaging and labeling requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The OEC will reject any proposal that deviates significantly from the requirements of this RFP. After an initial screening by the Review Committee Chair and one other member, the Official Agency Contact may request correction of minor submission errors. Corrected documents must be submitted by an established deadline otherwise the proposal will not be reviewed.

3. **Review Committee.** The OEC will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, OEC staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements and make recommendations. The Commissioner of the Office of Early Childhood will make the final selection. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Review Committee may result in disqualification of the Respondent.
4. **Quality Reviews.** Proposals that meet the minimum submission requirements will then be reviewed for quality. The quality review includes demonstration of the necessary expertise and skills to provide a high quality home visiting program serving families with young children, affirmative action, and organizational profile, statement of work, personnel resources, information technology capabilities, and proposed cost.
5. **Review Criteria.** The review criteria are the objective standards that the Review Committee will use to evaluate the merits of the proposals submitted in response to this RFP. Only the criteria listed below will be used to evaluate proposals.
  - ) *Organizational Profile* – the organization’s experience, qualifications, and financial condition will be considered. Aspects include background, qualifications, previous experience, and the ability of the organization to provide quality products and services, including organizational, information technology, and financial capacity. All required qualifications as stated in this RFP will be considered. References should emphasize relevant experience to include current range of services the organization provides and relevant functions to be performed as required under the resultant contract.
  - ) *Scope of Service* – the emphasis will be how the Respondents’ capability and competence to perform the requirements specified in this RFP at Section IV.
  - ) *Work Plan* – The emphasis will be on the soundness of approach and the quality of the overall proposal, including the Respondent’s ability to complete the tasks and produce the necessary deliverables within the required time frame.
  - ) *Staffing Plan* – This includes the level of personnel resources assigned to the project and the background, qualifications, and previous experience of personnel and their demonstrated competence, experience, and expertise in the type of work to be performed. Any required personnel qualifications as stated in this RFP will be considered. Any proposed use of subcontractors and the oversight of such subcontractors will be carefully reviewed. As part of its evaluation of the Staffing Requirement, the Review Committee will consider the Respondent’s demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies §46A-68j-30(10).

) *Proposed Cost* – The emphasis will be on the proposed cost to the State in relation to the scope of service.

6. **Criteria Weights.** The review criteria are the objective standards that the Review Committee will use to evaluate the merits of the proposals submitted in response to this RFP. The Criteria listed below will be used to evaluate proposals. Also, please see Attachment A for the Proposal Evaluation and Attachment B for the Proposal Evaluation Checklist.

<b>Evaluation Review Criteria</b>	
<b>Minimal Provider Qualifications</b>	<b>Present and Likely to be Implemented</b>
All four organizational requirements must be met: A. Relevant Performance History B. Fiscal Performance a. Adequate Financial Resources C. Administrative Experience D. Feasible Work Plan for 07/01/2019 Implementation	Yes/No
<b>Proposal Area Scored for Quality</b>	<b>Scoring Weights</b>
A. Develop and implement a referral and intake process that utilizes a network of community providers and links families to services based on need including phone support and or groups if applicable.	20%
B. Provide home visitation to serve families with young children in accordance and with fidelity to a home visiting evidence based model.	30%
C. Provide evidence of external partnerships with community providers that help support the complex needs of families.	10%
D. Identify, train, support and retain a home visiting work force.	10%
E. Data Collection.	10%
F. Competitive Cost and Budget narrative.	20%



7. **Respondent Selection.** Upon completing its review of proposals, the Review Committee will recommend the top ranking Respondents to the Commissioner. The final selection of a successful Respondent is at the discretion of the Commissioner. Any Respondent selected will be so notified and awarded an opportunity to negotiate a contract with the OEC. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the OEC's discretion, about the outcome of the evaluation and the Respondent selection process.
8. **Debriefing.** Within ten days of receiving notification from the OEC, unsuccessful Respondents may contact the Official Agency Contact and request information about the evaluation and Respondent selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten days. If unsuccessful Respondents still having questions after receiving this information, they may contact the Official Agency Contact and request a meeting with the OEC to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The OEC will schedule and hold the debriefing meeting within fifteen days of the request. The OEC will not change, alter, or modify the outcome of the evaluation of selection process as a result of any debriefing meeting. More detailed information about requesting a Debriefing may be obtained from the Official Contact.
9. **Appeal Process.** Any time after the submission due date, but not later than thirty (30) days after OEC notifies Respondents about the outcome of a competitive procurement, Respondents may submit an Appeal to OEC. Any such Appeal must be submitted to the Agency Head with a copy to the Official Contact. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of OEC's competitive procurement; however, such Appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for OEC to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations or standards concerning competitive procurement or the provisions of the RFP. The Respondent must include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for OEC to delay, suspend, cancel or terminate the procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.
10. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or Respondent on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board." More detailed information is available on the State Contracting Standards Board web site at <http://www.ct.gov/scsb/site/default.asp>.

11. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to OEC's contracting procedures, which may include approval by the Office of the Attorney General. Contracts will be posted on State Contracting Portal and the OEC website.

## **II. MANDATORY PROVISIONS**

This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including the standard Personal Service Agreement contract, Respondent assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The OEC is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

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### **A. PURCHASE OF SERVICE AGREEMENT CONTRACT**

By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with the provisions of Parts I and II of the contract herein.

Part I is maintained by OEC and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting contract.

Part II includes the mandatory terms and conditions of the contract.

Note: Included in Part II is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g) (2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations.



**Original Contract #**  
**Amendment #**  
**Max. Contract \$**  
**Contract Contact Person**  
**Contact Telephone**

**STATE OF CONNECTICUT**  
**PURCHASE OF SERVICE CONTRACT**  
 (“POS”, “Contract” and/or “contract”)  
 Effective June 1, 2018

The State of Connecticut

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: **CT** Zip: \_\_\_\_\_

Tel#: \_\_\_\_\_ (“Agency” and/or “Department”), hereby enters into a Contract with:

Contractor’s Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel#: \_\_\_\_\_ FEIN/SS#: \_\_\_\_\_

(“Contractor”), for the provision of services outlined in Part I. The Agency and the Contractor shall collectively be referred to as “Parties”. The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

<b>Contract Term / Effective Date</b>	This Contract is in effect from / / through / / .
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § of the Connecticut General Statutes (“C.G.S.”).
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Contract Amendment</b>	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management (“OPM”) in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called “Notices”) shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	State of Connecticut,	If to the Contractor:	
	Attention:		Attention:

A party may modify the addressee or address for Notices by providing fourteen (14) days’ prior written Notice to the other party. No formal amendment is required.

# TABLE OF CONTENTS

## **Part I**

### **Scope of Services, Contract Performance, Budget, Reports, Program-Specific and Agency-Specific Sections**

## **Part II**

### **Terms and Conditions**

- A. Definitions**
  - 1. Bid
  - 2. Breach
  - 3. Cancellation
  - 4. Claims
  - 5. Client
  - 6. Contract
  - 7. Contractor Parties
  - 8. Data
  - 9. Expiration
  - 10. Force Majeure
  - 11. Confidential Information (formerly Personal Information)
  - 12. Confidential Information Breach (formerly Personal Information Breach)
  - 13. Records
  - 14. Services
  - 15. State
  - 16. Termination
- B. Client-Related Safeguards**
  - 1. Safeguarding Client Information
  - 2. Reporting of Client Abuse or Neglect
  - 3. Background Checks
- C. Contractor Obligations**
  - 1. Cost Standards
  - 2. Credits and Rights in Data
  - 3. Organizational Information, Conflict of Interest, IRS Form 990
  - 4. Federal Funds
  - 5. Audit and Inspection of Plant, Places of Business and Records
  - 6. Related Party Transactions
- 7. Suspension or Debarment
- 8. Liaison
- 9. Subcontracts
- 10. Independent Capacity of Contractor
- C. Contractor Obligations cont'd**
  - 11. Indemnification
  - 12. Insurance
  - 13. Sovereign Immunity
  - 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State
  - 15. Compliance with Law and Policy, Facility Standards and Licensing
  - 16. Representations and Warranties
  - 17. Reports
  - 18. Delinquent Reports
  - 19. Protection of Confidential Information
  - 20. Workforce Analysis
  - 21. Litigation
- D. Changes To The Contract, Termination, Cancellation and Expiration**
  - 1. Contract Amendment
  - 2. Contractor Changes and Assignment
  - 3. Breach
  - 4. Non-enforcement Not to Constitute Waiver
  - 5. Suspension
  - 6. Ending the Contractual Relationship
  - 7. Transition after Termination or Expiration of Contract
- E. Statutory and Regulatory Compliance**
  - 1. Health Insurance Portability and Accountability Act of 1996
  - 2. Americans with Disabilities Act

3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Non-discrimination
6. Freedom of Information
7. Whistleblowing
8. Executive Orders
9. Campaign Contribution Restriction

## **PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS**

The Contractor shall provide the following specific services for the program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

*<< Insert the Sections of Part I HERE >>*

*<< Paginate Part I STARTING WITH PAGE 3, then Part II sequentially thereafter. >>*

## **PART II. TERMS AND CONDITIONS**

The Contractor shall comply with the following terms and conditions.

- A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
  2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  5. **“Client”** shall mean a recipient of the Contractor’s Services.
  6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, 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.
  8. **“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, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, 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.
  9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.

10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and 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, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Client-Related Safeguards.**

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).

3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

**C. Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806).
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended 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 Agency 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 and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name ] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency 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 Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

**This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.**

4. **Federal Funds.**
  - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.



- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (“DRA”) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
  - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
  - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (“HHS/OIG”) Excluded Parties list and the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

**5. Audit and Inspection of Plant, Places of Business and Records.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor’s Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

**6. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency 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 or Contractor Party 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 or Contractor Party.

**7. Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
  - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
  - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them 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; for 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) are 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; and

- (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.
- 8. Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
- 9. Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
- 10. Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- 11. Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the State 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 of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (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 merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the

declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

**13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

**14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without

giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head 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 Agency Head pursuant to this section, 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 Agency 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 Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

**15. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) 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.

**16. Representations and Warranties.** Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

**17. Reports.** The Contractor shall provide the Agency 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 shall provide the Agency with such reports as the Agency requests as required by this Contract.

**18. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this

Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

**19. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors’ costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor’s or Contractor Party’s obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

**21. Litigation.**

(a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

(b) The Contractor shall provide written Notice to the Agency 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 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

**D. Changes to the Contract, Termination, Cancellation and Expiration.**

**1. Contract Amendment.**

(a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.

(b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.

(c) The Agency may amend this Contract to reduce the contracted amount of compensation if:

- (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
- (2) federal funding reduction results in reallocation of funds within the Agency.

(d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
  - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (2) no later than ten (10) days from the effective date of any change in:
    - (A) its certificate of incorporation or other organizational document;
    - (B) more than a controlling interest in the ownership of the Contractor; or
    - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
  - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
  - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

### **3. Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.



- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
  - (3) permanently discontinue part of the Services to be provided under the Contract;
  - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - (6) 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; or
  - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency 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.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

**4. Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

**5. Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

**6. Ending the Contractual Relationship.**

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency 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 Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

**7. Transition after Termination or Expiration of Contract.**

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

**E. Statutory and Regulatory Compliance.**

**1. Health Insurance Portability and Accountability Act of 1996.**

**[INSERT "INTENTIONALLY OMITTED" OR LANGUAGE BELOW]**

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, 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 Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
  - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
  - (2) "Business Associate" shall mean the Contractor.
  - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
  - (6) "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).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) 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 and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
  - (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 in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (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 designated by the Covered Entity.
- (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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) 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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an Individual requests that the Business Associate
- (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an electronic health record; or
  - (D) amend PHI in the Individual's designated record set
- the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) 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 HIPAA Standards 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).
- (i) 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(s) 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.
- (j) 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 HIPAA Standards 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.
- (k) 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 the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and 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 (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section 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.

(1) Miscellaneous Sections.

- (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, civil or criminal penalty, 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 contrary to the sections of this Contract or applicable law. 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 any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, 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, under HIPAA, the HITECH Act, and the HIPAA Standards.

**2. Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. 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 shall 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 ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

**3. Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g 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 give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

**5. Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- (6) “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;
- (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the 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 C.G.S. § 32-9n; and
- (10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (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, gender identity or expression, intellectual disability, mental disability 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; and 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) 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 as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination 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 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) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (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 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 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 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 C.G.S. § 46a-56; and (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 the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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. Freedom of Information.**

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which 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).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

**7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**8. Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

**9. Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.





## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

### CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."





## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



[ ] Original Contract  
[ ] Amendment #  
(For Internal Use Only)

**SIGNATURES AND APPROVAL**

The Contractor  IS or  IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

**Contractor**

\_\_\_\_\_  
Contractor (Corporate/Legal Name of Contractor)

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed/Printed Name and Title of Authorized Official)

**Agency**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed/Printed Name and Title of Authorized Official)

**Connecticut Attorney General (Approved as to form)**

*[select the one that is applicable; delete other]*

Part I of this Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated , as may be amended from time to time.

**OR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed/Printed Name and Title of Authorized Official)

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

1. **Collusion.** The Respondent represents and warrants that 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.

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

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with

Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

2. **Preparation Expenses.** Neither the State nor 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.
- D. RIGHTS RESERVED TO THE STATE.** By submitting a proposal in response to this RFP, a Respondent implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by 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.

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

**1. 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.

### III. PROPOSAL INFORMATION

#### A. Department Overview

The OEC is the state agency charged with fostering cross-systems integration, coordination, and collaboration at the state and local level in order to enhance the health and well-being of young children, families and communities. The OEC brings together leadership and expertise, and a wide range of early childhood and family support services that were formerly at five agencies. The goal of this office is to build an integrated early childhood system that includes family support and home visiting services, early intervention services, early care and education programming, quality improvement, and childcare licensing for the state of Connecticut.

Established in 2013, the OEC provides funding standards, regulations, training and oversight to ensure that early care and education programs for young children:

- ) Are safe, health and nurturing;
- ) Effectively support children's physical, social, emotional and cognitive development; and
- ) Are accessible to all children, particularly those facing barriers, risks or challenges to their health development and success.

The OEC is organized into four divisions: Early Care and Education, Child Care and Camp Licensing, Quality Improvement and Family Support. The OEC is the State's lead agency for the prevention of child abuse and neglect, the Birth to Three program, state funded home visiting programs and the Maternal Infant Early Childhood Home Visiting (MIECHV) grant. In addition, OEC is the state affiliate of the national Help Me Grow program.

#### B. Background

The OEC Family Support division currently funds four evidence- based home visiting programs models, Child First, Early Head Start Home Based Option, Nurse – Family Partnership and Parents as Teachers. Federal and State funding is provided to community agencies, which implement these home visiting programs.

#### Resource Library

For additional information on the OEC Family Support programs go to: [www.ct.gov/OEC](http://www.ct.gov/OEC)  
Select Family Support, click on "Programs and Services" and "Publications".

#### C. Proposal Overview

The OEC is seeking proposals from organizations with extensive experience in providing evidence based home visiting or home based services to parents and families with young children. The successful Respondent will be responsible for implementing a home visiting program for families with young children using an evidence based home visiting program model.

Respondents will be asked to identify towns they wish to serve but OEC may determine alternative service areas in order to ensure all towns in Connecticut have access to home visiting services. Respondent may choose from one or more of the evidence based home visiting models that have met Health and Human Services (HHS) criteria for evidence of effectiveness. Information on these models may be found here: [HHS Evidence Based Home Visiting Models](#). These models have met HHS criteria for evidence of effectiveness.

In addition, the successful Respondent will demonstrate their ability to: (a) provide a plan for referral and intake that utilizes a network of community providers and links families to services based on need including home visiting, phone support and groups; (b) demonstrate the ability to provide home visitation to serve families (including fathers) with young children in accordance and with fidelity to a home visiting evidence based model; (c) provide evidence of external partnerships with community providers that help support the complex needs of families; (d) identify a plan to recruit staff; and design an on-going professional development plan to train, support and retain a home visiting work force; (e) demonstrate ability to collect programmatic data and to use data to inform service delivery over duration of contract; (f) demonstrate cost competitiveness.

Performance during this contract period may be used to determine future contracts and funding.

All Respondents must:

**Program Operation:**

1. Provide a plan for intake and referral that utilizes a network of community providers (i.e. birthing hospitals, WIC, health care providers, Child Development Infoline) and links families to services based on need including home visiting, phone support, and/or groups if applicable.
2. Demonstrate the ability to provide home visitation to serve families (including fathers) with young children in accordance and with fidelity to a home visiting evidence based model.
3. Provide evidence of external partnerships with community providers that help support the complex needs of families.
4. Identify a plan to recruit staff; and design an ongoing professional development plan to train support and retain a home visiting work force.
5. Demonstrate ability to collect programmatic data, use OEC's Early Childhood Information System (ECIS) and use data to inform service delivery over duration of contract.
6. Demonstrate cost competitiveness



## IV. PROPOSAL OUTLINE

### A. Cover Sheet

RFP Name or Number  
Legal Name  
FEIN  
DUNS  
Street Address  
Town/City/State/Zip  
Authorized Representatives  
Title  
Phone Number  
E-mail Address  
Authorized Official  
Title  
Signature

### B. Table of Contents

### C. Declaration of Confidential Information

If a Respondent deems that certain information required by this RFP is confidential, the Respondent must label such information as CONFIDENTIAL. If applicable, the Respondent must reference where the information labeled CONFIDENTIAL is located in the proposal. (EXAMPLE: Section G.1.a.)

### D. Conflict of Interest – Disclosure Statement (Form 4)

All Respondents must complete the Conflict of Interest Disclosure Form. An acceptable form must clearly highlight whether the entity does or does not have any current business relationships.

### E. Executive Summary - *The page limitation for this section is one (1) doubled-sided page.*

Proposals must include a high-level executive summary that summarizes the content of the Respondent's proposal. The Executive Summary shall include: A minimum of five (5) years demonstrated experience with providing home visiting services to families of young children. The summary should also include a brief outline of the Respondent's qualifications in the following areas:

- Ñ Ability to provide an intake and referral network utilizing a network of community providers
- Ñ Ability to provide home visitation to families (including fathers) with young children
- Ñ Evidence of external partnerships with community providers that support the complex needs of families
- Ñ Evidence of ability to recruit staff; and provision of ongoing professional development that includes training and reflective supervision
- Ñ Evidence of ability to collect programmatic data, use data to inform service delivery and provide timely requested reports to the OEC
- Ñ Evidence of financial stability of agency

## F. Main Proposal

*The page limitation for this section is five (5) doubled-sided pages. References are not included in the page limitation.*

Responses to the requirements in this section must describe the Respondent's background and experience relevant to home visiting programs. The responses must also address the details regarding the Respondent's organization, and resources of the organization. The proposal must clearly describe the Respondent's ability and competence to perform the requirements as described in this RFP.

1. Organizational Profile - The OEC is requesting proposals from organizations to fulfill the State Funded Home Visiting as directed by the OEC.

A responsive proposal shall demonstrate that the Respondent has no less than five (5) years of experience in providing evidence based home visiting or home based support to families with young children.

To submit a responsive proposal, the Respondent shall include the following specific details regarding the Respondent:

- a. Organization establishment date, mission at time of establishment, the current mission, and if the current mission is different from original, a description of the changes in focus that led to the current mission;
  - b. Description of how your organization meets the required qualifications of this RFP to include at a minimum:
    - 1) Sufficient staff, including managerial and administrative support, to implement the services required by this RFP including the ability to meet data/technology and reporting requirements;
    - 2) The ability to engage and support multiple stakeholders within and served by the project; and
    - 3) Explanation of why your organization is well suited to implement the services required by this RFP.
  - c. Organization chart showing the hierarchical structure of functions and positions within your organization. Indicate on the diagram where the following functions related to this project will be located, including at a minimum: program manager, clinical supervisor(s), home visitors, intake and referral staff (if different), fiscal, IT and administrative support.
2. Organizational Experience – The Respondent shall describe its experience and success related to the Scope of Services including the following information concerning the Respondent's experience with other contracts or projects similar to the type of service contemplated by this RFP, whether ongoing or completed:

- a. Summary of relevant experience to include current range of services the organization provides, experience relevant to the functions to be performed as required under the resultant contract;
  - b. Identify all State agencies and commercial vendors for which the Respondent has engaged in similar or related contract work of projects completed within the last three (3) years with emphasis on activities relevant and related to the proposed programs;
  - c. Describe the Respondent's background as it relates to projects similar in scope and complexity to the project described in this RFP. If the proposal includes the use of subcontractors, include a similar description of each subcontractor's corporate background;
  - d. Explain whether work was performed as a prime consultant or subcontractor. If the work was performed as a subcontractor, the consultant must describe the scope of subcontracting activities relevant to this RFP;
  - e. Provide a signed release allowing the Office of Early Childhood to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial vendor for which the Respondent has performed work in the past three (3) years. NOTE: The signed release must be submitted as a separate sheet and must be located immediately following the Executive Summary located after the Table of Contents.
  - f. Identify contacts for those projects of similar scope including name of customer's project officer, title, mailing address, telephone number, number, and e-mail address;
  - g. Identify the term for the relevant contracts to this RFP including the contract signing date, the project initiation date, the initial scheduled completion date, and the actual completion date and final contract value;
  - h. List any sanctions, fines, penalties, or letters of noncompliance issued against the Respondent by any of the contracting entities listed above. The list shall describe the circumstance eliciting the sanction, fine, penalty, or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty, or letter of noncompliance. If no sanctions, fines, penalties, or letters of noncompliance were issued, a statement that attests that no sanction, fine, penalty, or compliance action has been imposed on the Respondent within the three years immediately preceding the RFP posting/release date must be submitted;
  - i. List all contracts awarded to the Respondent or its predecessor firm(s) by the State of Connecticut during the last three years by State Office, Division, Contact Person (with mailing address/phone number), period of performance and amount.
3. Respondent References – The Respondent shall provide three specific programmatic references for the Respondent. References must be persons able to comment on

the Respondent's capability 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. If the Respondent has been a State of Connecticut contractor within the last three years, the Respondent must include a State of Connecticut reference other than any current or former employee of OEC Family Support Services, Home Visiting. Respondents are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be references. References must include the organization's name, name of a specific contact person, mailing address, telephone number, and e-mail address. The OEC expects to use these references in its evaluation process and a non-responsive reference may negatively impact a Respondent's score. References cannot be the Respondent's current employees. If the Respondent's submission proposes the use of subcontractors for direct service provision, the Respondent's proposal must also include three programmatic references for each proposed subcontractor.

4. Small, Minority, or Women's Business Enterprise - Section 4a-60g of the General Statutes of Connecticut (C.G.S.) sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, 25 percent of the average total of all contracts for each of the three previous fiscal years must be set aside. The OEC requires that the Respondent is utilizing a subcontractor it must make a "Good Faith Effort" to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a proposed subcontractor. Such proposed subcontractors may supply goods or services. Respondents may obtain a list of firms certified to participate in the Set-Aside program at the State of Connecticut Office of Administrative Services Web site at <http://das.ct.gov/cr1.aspx?page=34> or by calling 860-500-4434.

During the evaluation process, special consideration will be given to those Respondents who document their use of a certified small business or show the Respondent's commitment to, whenever possible, use a certified small business. Businesses must be certified with the State of Connecticut. To submit a responsive proposal, THE RESPONDENT SHALL describe its effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a proposed subcontractor if it is proposing the use of a subcontractor.

5. Office of Early Childhood Responsibilities – The Respondent shall propose specific supports the Respondent requires from the Office of Early Childhood to perform the tasks in any resultant contract.

Specific Office of Early Childhood responsibilities already include:

- a. Program Liaison - A Program Liaison will be appointed by the Office of Early Childhood. This individual will be responsible for monitoring project progress and will have final authority to approve/disapprove project deliverables.
- b. Staff Coordination - The Program Liaison will coordinate all needed contacts between the contractor and OEC staff.

- c. Approval of Deliverables - The Program Liaison will review, evaluate, and approve all deliverables before the RE contractor is released from further responsibility.
- d. Policy Decisions - The Office of Early Childhood retains final authority for making policy decisions affecting home visiting including requiring all contractors to participate in outcomes-based performance rate card. In addition, the Office of Early Childhood shall:
  - i. Monitor the contractor's performance and request updates, as appropriate;
  - ii. Respond to written requests for policy interpretations;
  - iii. Provide technical assistance to the contractor, as needed;
  - iv. Allow access to Office of Early Childhood automated databases including ECIS, as available and permitted;
  - v. Allow access to management reports and case files, as appropriate;
  - vi. Hold regularly scheduled project meetings with the contractor;
  - vii. Provide a process for, and facilitate open discussions with, staff and personnel to gather information regarding recommendations for improvement; and
  - viii. Provide data as required by the contractor to perform the functions of the contract.
- e. Information Technology Services (ITS) - The Office of Early Childhood ITS will be responsible for implementing any changes, maintaining and further developing (if necessary) the existent web-based systems to be used this contract.

## **G. Scope of Services and Work Plan**

Responses for this section must describe the Respondent's capability and competence to perform the requirements in this RFP.

The Office of Early Childhood does not want a rewrite of the RFP requirements, since such a proposal would show a lack of understanding of the project and an inability to provide appropriate levels of support and guidance for the implementation of this type of project. Rather OEC seeks a detailed explanation that indicates how and by what mechanism the Respondent will achieve the requirements set forth in this RFP.

For the following six major components of a home visiting program, must submit a narrative describing the proposed services to be provided. Describe how the Respondent will meet the requirements and quality indicators of a diverse, comprehensive, home visiting program.

1. **Develop and implement a referral and intake process that utilizes a network of community providers and links families to services based on need including phone support and/or groups if applicable. (Scoring Weight: 20%)**
  - a. Using narrative describe the process used to recruit, screen, and enroll families prenatally or after the birth of a baby.
  - b. List the primary agencies that will provide referrals of participants prenatally or after the birth of the baby to Respondent.
  - c. Demonstrate that Respondent has agreements with above community partners that will enable the program to enroll participants prenatally or after the birth of a baby.
  - d. Using narrative describe the screening process used to identify eligible participants including what tools are used to screen participants, who completes the tools, how timely referral and enrollment of eligible participants is ensured and the process for referring non-eligible or non-interested families to other services.
  - e. Using narrative describe outreach to families informing them of home visiting.
  - f. Using narrative describe how support will be offered to a diverse cultural population.
  - g. Using narrative describe how Respondent will provide ongoing phone support to families who have requested this instead of home visiting
  - h. Using narrative describe how Respondent will provide or link families to groups supporting families with young children.
  
2. **Provide home visitation to serve families with young children in accordance and with fidelity to a home visiting evidence based model. (30%)**
  - a. Using narrative, describe selection process of evidence based home visiting model.
  - b. State the towns Respondent would like to serve (OEC reserves the right to determine catchment areas to ensure all towns in Connecticut have access to home visiting services).
  - c. State the expected number of families the Respondent plans to serve.
  - d. Using narrative describe the key components of the model and the specific standards or mandates to ensure fidelity and quality of the care delivered.
  - e. Using narrative, describe how Respondent has appropriate staff and infrastructure to maintain fidelity to chosen evidence based home visiting model.
  - f. Using narrative describe how home visiting services will be provided to culturally diverse populations and fathers.
  
3. **Provide evidence of external partnerships with community providers (10%)**
  - a. Using narrative describe Respondent's relationship with local community services and the plan for linking parents and families with community-based services that include:
    - i. Health Care (prenatal, reproductive health, adult and pediatric)
    - ii. Behavioral Health (mental health, addiction, tobacco cessation)
    - iii. Domestic Violence Shelters and Support Services
    - iv. Financial Assistance/Employee Training
    - v. Birth to Three, Early Care and Education
    - vi. Education Attainment – Literacy, GED, ESL, Vocational, College
    - vii. Other available community services and supports
  - b. Identify your relationships (existing or new) with key providers and as an appendix, attach at least two Letters of Commitment.

4. **Identify, train, support and retain a home visiting work force. (10%)**
  - a. Describe recruitment and hiring process for staff including culturally diverse staff and fatherhood home visitors.
  - b. Describe the staffing plan for the proposed program, listing job title, roles and responsibilities and reporting relationships for each position.
  - c. Describe credentials, (including Infant Mental Health Endorsement) education and training, and work experience required in each job title for the proposed program.
  - d. Provide resumes for key personnel proposed to fill positions including experience working in this type of activity.
  - e. Describe any in-kind staffing support to the program.
  - f. Using narrative describe how new staff will be oriented and how community resources will be used to meet the ongoing professional development needs of staff.
  - g. Using narrative describe clinical supervisors background and ability to provide reflective supervision, at minimum twice per month for home visitors. Indicate their ability and experience in:
    - i. A relationship-based approach to working with each family.
    - ii. Use of the parallel process in supervision that reflects the practices used in-home visits.
  
5. **Data Collection. (10%)**
  - a. Using narrative describe Respondent's ability to collect programmatic data.
  - b. Using narrative describe Respondent's ability to use OEC's Early Childhood Information System (ECIS) and describe internal protocol and procedures for ensuring that data is properly collected, recorded, and entered into ECIS.
  - c. Using narrative describe Respondent's experience in providing timely reports to funders.
  - d. Using narrative describe how Respondent shall protect the personal information of individuals and families collected or maintained against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws.
  - e. Using narrative describe how Respondent has used data to inform service delivery, including the use of CQI practices.
  
6. **Competitive Cost and Budget Narrative. (20%)**
  - a. Complete budget form (**Attachment M**) with projected costs to implement the program activities. Your budget must be consistent with your proposed activities and include all affiliation fees and training costs to ensure fidelity to model. **NOTE: This is an eighteen-month budget from 07/01/2019-12/31/2020.**
  - b. On a separate sheet (not to exceed four pages and does not have to be double-spaced) include a budget narrative. The narrative should explain each budget line item for the budget request. The narrative should also reflect a comprehensive summary of program expenses (**Attachment M, Form 9**).
  - c. Describe in the budget narrative projected numbers of parents and family members supported through home visiting, phone support, email, parent groups or other methods.
  - d. Include in the budget all affiliation fees and training costs to ensure fidelity to model.

- e. Describe in the budget narrative the costs of your proposed activities that will be paid for or contributed by in-kind contributions from Respondent organization or community partners.
- f. Administrative costs should not exceed 15% of the budget.

**Please note:** Performance during this contract period may be used to determine future contracts and funding.

## H. Staffing Plan

Submit a staffing plan that indicates whether each person is an employee (full or part-time) or an individual subcontractor. Discuss how and when your organization will hire new staff, and provide assurances that Respondent will have staff able to communicate in English and Spanish. For any existing staff describe staff familiarity with home visiting or home based support of families with young children and training. Provide resumes for all key personnel. **(Attachment E)**.

## I. Data and Technology

Provide a description of the agency’s computer hardware and software capabilities, including software and/or applications specific to home visiting. Include information on plans to use technology for the purposes of this proposal. Describe access to IT supports.

## J. Work Plan

The Respondent shall:

1. Work Plan. Develop a work plan from the date of award through the first 12 months of operations, describing what steps (activities, actions, tasks) your organization will take to implement OEC’s requirements for these services as described in the proposal overview including how the Respondent will transition families of previous contractors into their program.
2. Methods. Describe how your organization will accomplish each step of the work plan, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
3. Timetable. Include a proposed timetable indicating when each step of your organization’s proposed work plan will be accomplished. Identify any significant milestones or deadlines.

<u>Format for Timetable</u>
Step:
Method: (1)
(2)
(3)
Timetable: Month, date, year



## K. Subcontractors

Respondents that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Respondents. Subcontractors are subject to the same state and federal statutory requirements as the contractor in Section II.E.

In this section the Respondent shall provide the following information about the subcontractor:

- ) Legal Name of Agency or Individual, Address, FEIN or SS#, DUNS #
- ) Contact Person, Title, Phone, E-mail
- ) Services currently provided
- ) Services to be provided under subcontract

Where the Respondent's response to a specific requirement reflects the Respondent's response to another requirement, the Respondent may cite the other response instead of reproducing it.

## L. Cost Proposal

Each proposal must include cost information and other financial information in the order below. This is in addition to the requested financial information requested in section 6, Scope of Services, Competitive Cost and Budget Narrative.

Financial Profile - To submit a responsive proposal, The Respondent shall provide audited financial statements for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the Respondent shall provide comparable statements that will document the financial stability of the Respondent and include an explanation of the submission of documents other than audited financial statements.

Budget Information - To submit a responsive proposal the Respondent shall complete **Attachment M** providing a budget for 18 months based on the State fiscal year. This budget will be split the 18 months into two budgets. One budget will cover the period of 07/01/2019-06/30/2020. The second budget will cover the period from 07/01/2020-12/30/2021.

Cost Standards - Budgetary information included in the Respondent's response to this RFP must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. The cost standards are available online at [POS/Standards/POS-Cost-Standards](#).

OEC Administrative Costs - In addition to required compliance with the published cost standards, Respondents are advised that a responsive budget must limit annual administrative costs as indicated on template to 15% of the total budget over the resultant contract period.

Payment Structure - Resultant contractors shall be paid for expenditures incurred in accordance with the approved line-item budget. While specific payment terms will be made final during contract negotiations, it is expected that payments will be made

quarterly, contingent upon the resultant contractor's timely compliance with the resultant contract periods including, but not limited to, the resultant contractor's submission and Office's acceptance of all required deliverables, reports, and payment requests.

#### **M. Appendices**

*Appendices should clearly identify the attachment label and each page numbered sequentially as part of the total proposal.*

**Attachment A** Respondent's Authorized Representatives (**Form 1**)

**Attachment B** Agency Agreement and Assurance Form (**Form 2**)

**Attachment C** Notification to Bidders, Parts 1-V (CHROS) (**Form 3**)

**Attachment D** Organization Chart (**no form provided**)

**Attachment E** Resumes for Key Personnel (**no form provided**)

**Attachment F** Letters of Reference (**3 total**) (**no form provided**)

**Attachment G** The most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Respondent has been in business for less than two years, such Respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation. (**no form provided**)

**Attachment H** Conflict of Interest Form (**Form 4**)

**Attachment I** Gift and Campaign Contributions Certification Form (**Form 5**)

**Attachment J** Consulting Agreement Affidavit (OPM Ethics Form 5) (**Form**

**Attachment K** Ethics Affidavit (OPM Ethics Form 6) (**Form 7**)

**Attachment L** Iran Certificate (OPM Ethics Form 7) (**Form 8**)

**Attachment M** State Home Visiting Budget Form (**Form 9**)

#### **N. Forms**

*The purpose of this subsection is to provide blank copies of any OEC forms that must be submitted with a proposal.*

**Form 1** Respondent's Authorized Representatives

**Form 2** Agency Agreement and Assurances

**Form 3** Notification to Bidders, Parts I-V (CHROS)

**Form 4** Conflict of Interest

**Form 5** Gift and Campaign Contributions Certification (OPM Ethics Form 1)

**Form 6** Consulting Agreement Affidavit (OPM Ethics Form 5)

**Form 7** Ethics Affidavit (OPM Ethics Form 6)

**Form 8** Iran Certificate (OPM Ethics Form 7)

**Form 9** State Home Visiting Budget Form

Forms 3, 5, 6, 7 and 8 must be uploaded onto the Department of Administrative Services' BizNet contracting portal <https://www.biznet.ct.gov/Company/CompanyInfo.aspx>. If you have questions about BizNet please contact DAS at [DASIBI.webmaster@ct.gov](mailto:DASIBI.webmaster@ct.gov).



Office of Early Childhood  
Family Support  
Home Visiting Services

**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 at 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 location 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

**FORM 2**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS  
(Revised 09/17/07)**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the 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 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) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

- (a) the bidder’s success in implementing an affirmative action plan;
  - (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
  - (c) the bidder’s promise to develop and implement a successful affirmative action plan;
  - (d) the bidder’s submission of employment statistics contained in the “Employment Information Form” indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
  - (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.
-

## INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

### 1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**FORM 3**

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p><b>MANAGEMENT:</b> Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p><b>MARKETING AND SALES</b> Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p><b>LEGAL OCCUPATIONS:</b> In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p><b>COMPUTER SPECIALISTS:</b> Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p>	<p><b>CONSTRUCTION AND EXTRACTION:</b> This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p><b>MATERIAL MOVING WORKERS:</b> The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and off bearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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<p><b>ARCHITECTURE AND ENGINEERING:</b> Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p> <p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p>	<p><b>PRODUCTION WORKERS:</b> The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p>White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p>Asian or Pacific Islander - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p>American Indian or Alaskan Native - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

<p>Company Name Street Address City &amp; State Chief Executive</p>	<p>Bidder Federal Employee Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__</p>
<p>Bidder Parent Company (If any)</p>	<p>-Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category)</p>
<p>Other Locations in Ct. (If any)</p>	<p>Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__ - Bidder is certified as above by State of CT Yes__ No__</p>

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/ Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes__ No__</p>
<p>2. Does your company have the state-mandated sexual</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?</p>

<p>harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</p>	<p>Yes__ No__</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes__ No__</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__</p> <p>6b. Have you notified each union in writing of your commitments under the non-discrimination requirements of contracts with the state of Ct? Yes__ No__</p>	<p>12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.</p> <hr/> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number.</p> <hr/>

Part III - Bidder Subcontracting Practices (Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?  
 Yes\_\_ No\_\_

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVER ALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support Bldg/ Grounds											
Cleaning/Maintenance											
Construction & Extraction											

Installation Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE CATEGORY NOT USED IN YOUR COMPANY)

**FORM 3**

**PART V – Bidder Hiring and Recruitment Practices (Page 5)**

1. Which of the following recruitment sources are used by you?  (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service				Work Experience		
Private Employment Agencies				Ability to Speak or Write English		

Schools and Colleges					Written Tests
Newspaper Advertisement					High School Diploma
Walk Ins					College Degree
Present Employees					Union Membership
Labor organizations					Personal Recommendation
Minority/Community Organizations					Height or Weight
Others (Please identify)					Car Ownership
					Arrest Record
					Wage Garnishments

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related section of the CONN.GEN.STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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## CONFLICT OF INTEREST

*This form must be printed on your company letterhead.*

I, \_\_\_\_\_  
(Name, Title)

\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Address)

certifies that this business entity does/does not (**circle one**) have any current business relationships [within the past (3) years] that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.

\_\_\_\_\_  
Legal Signature

\_\_\_\_\_  
Date

***If you circled "does" above, please explain:***

***Section 1-85 (Formerly Sec. 1-68). Interest in conflict with discharge of duties.*** A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

FORM 4



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

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**     Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)  
                           Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

**GIFT CERTIFICATION:**

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contactor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**FORM 5**

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

Contribution	Date	Name of Contributor	Recipient	Value	Description

**Lawful Campaign Contributions to Candidates for the General Assembly:**

Contribution	Date	Name of Contributor	Recipient	Value	Description

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

\_\_\_\_\_  
**Printed Contractor Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**



**STATE OF CONNECTICUT  
CONSULTING AGREEMENT AFFIDAVIT**

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§4a-81(a) and 4a-81(b). For sole source or no bid contracts, the form is submitted at time of contract execution.*

**INSTRUCTIONS:**

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

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

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Description of Services Provided:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

\_\_\_\_\_  
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
**My Commission Expires**

**FORM 6**



**STATE OF CONNECTICUT  
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

*Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

INSTRUCTIONS:

- CHECK ONE:  Initial Certification.  
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name \_\_\_\_\_

Printed Name of Authorized Official \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires \_\_\_\_\_

	<b>In-Kind</b>	<b>07/01/19-12/31/20</b>
	<b>Annual</b>	
<b>Program Personnel</b>		
List all individual employees; salaried, contractual and proposed positions. Include names, position/title and functions of all personnel. Provide additional detail in budget narrative.		
<b>Fringe Benefits for employees only</b>		
<b>Total Personnel Expenses</b>		
<b>Direct Expenses</b>		
<b>Additional Contracted Services</b>		
<b>Rent</b>		
<b>Printing/Postage</b>		
<b>Program Telephone/Electronic Communication</b>		
<b>For Families: Materials, Supplies and Equipment</b>		
<b>For Providers: Materials, Supplies and Equipment</b>		
<b>IT equipment and software</b>		
<b>Other Expenses</b>		
<b>Total Direct Expenses</b>		
<b>Model Training and Affiliation Fees</b>		
<b>Travel</b>		
<b>Total Training &amp; Travel</b>		
<b>Administrative Costs not to exceed 15%</b>		
<b>Total Budget</b>		