**STATE OF CONNECTICUT DEPARTMENT OF REHABILITATION SERVICES**

**Procurement Notice**

**Assistive Technology Services - Evaluation and Training**

**Request for Application**

**(ATS\_RFA\_2019)**

The Department of Rehabilitation Services, (DORS or “the Department”), and the [Connecticut Tech Act Project](http://www.CTtechact.com), (CTTAP), embedded as an informative hyperlink, are seeking applications from individuals and/or organizations to provide Assistive Technology (AT) Services. AT Services include evaluation of and training to individuals with disabilities at home, at work or in the community as well as the provision of specialized services to evaluate and train individuals who are deaf-blind.

This Request For Application (RFA) presents an exceptional opportunity for an individual and/or an organization to demonstrate competence in analyzing the needs of Clients of all ages and all disabilities, assisting in the selection of appropriate assistive technology for the Client’s needs, and providing training in the use of selected Assistive Technology (AT) devices.

**Eligibility** - Respondents shall be individuals or public, private, non-profit, for profit organizations or companies that have no less than four years of experience, or are certified by the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) as an Assistive Technology Professional (ATP), and have capabilities in providing one or more of the AT Services listed on [**ATS** **Application (Appendix A)**](https://www.ct.gov/dors/lib/dors/procurement/ats_rfa_2019_app_a.docx).

Respondents must meet or exceed the minimum qualifications as stated in the [**ATS Application (Appendix A)**](https://www.ct.gov/dors/lib/dors/procurement/ats_rfa_2019_app_a.docx).

Respondents selected through this RFA process shall be placed in a pool of other qualified Respondents from which DORS may enter into a contract for the provision of AT Services as outlined in the ATS Application. Organizations or individuals who currently have a contract with DORS to provide AT Services do not need to reapply.

DORS anticipates awarding multiple three-year contracts with the option for extensions at the discretion of DORS. Service delivery will be determined by the individual Client’s needs and the Respondent’s ability to meet those needs.

The Application due date is April 22, 2019.

This is an ELECTRONIC SUBMISSION and must be submitted via e-mail in formats that are compatible with Microsoft Office Word or Portable Document Format (PDF). It is acceptable to submit the required documents identified in Section IV as scanned Portable Document Format (PDF) or similar file format.

The Request for Application is available in electronic format on the State Contracting Portal at [**https://biznet.ct.gov/SCP\_Search/Default.aspx?AccLast=2**](https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2) or from the Department’s Official Contact:

Name: Mary Van Ness

Address: 55 Farmington Avenue, 12th Floor, Hartford, CT 06105

Phone: 860-424-4983

E-Mail: **Dors.Contracts@ct.gov**

The RFA is also available on the Department of Rehabilitation Services (DORS) website at (update link) [**http://www.ct.gov/dors/cwp/view.asp?a=11&Q=493102&PM=1**](http://www.ct.gov/dors/cwp/view.asp?a=11&Q=493102&PM=1)**.**

Questions or requests for information in alternative formats must be directed to the Department’s Official Contact at the email address above.

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| **I. GENERAL INFORMATION** |

**⏹ A. INTRODUCTION**

**1. RFA Name.** Assistive Technology Services Request for Application 2019 (ATS\_RFA\_2019)

**2. Summary.** The Department of Rehabilitation Services (DORS) and the [Connecticut Tech Act Project](http://cttechact.com/#sthash.0bQRNMSn.dpbs) (CTTAP), embedded as an informative hyperlink, are seeking applications from individuals and/or organizations to provide Assistive Technology (AT) Services. AT Services include evaluation of and training to individuals with disabilities at home, at work or in the community as well as the provision of specialized services to evaluate and train individuals who are deaf-blind.

**3. Eligibility.**  Respondents shall be individuals or public, private, non-profit, for profit organizations or companies that have no less than four years of experience, or are certified by the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) as an Assistive Technology Professional (ATP), and have capabilities in providing one or more of the Assistive Technology Services listed on [**ATS Application (Appendix A)**](https://www.ct.gov/dors/lib/dors/procurement/ats_rfa_2019_app_a.docx).

Respondents must meet or exceed the minimum qualifications as stated in the [**ATS Application (Appendix A)**](https://www.ct.gov/dors/lib/dors/procurement/ats_rfa_2019_app_a.docx).

Respondents selected through this RFA process shall be placed in a pool of other qualified Respondents from which DORS may enter into a contract for the provision of ATS as outlined in the Application. Organizations or individuals who currently have a contract with DORS to provide AT Services do not need to reapply.

**4. Commodity Codes.** The services that the Department wishes to procure through this RFA are as follows:

* 0600: Services (Professional, Support, Consulting and Misc. Services)
* 1000: Healthcare Services
* 2000: Community and Social Services
* 3000: Educational and Training Services

**⏹ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS**

AT Assistive Technology

ATP Assistive Technology Professional

ATS Assistive Technology Services

BESB Bureau of Education and Services for the Blind

BRS Bureau of Rehabilitation Services

C.G.S. Connecticut General Statutes

CT Connecticut

CTTAP Connecticut Tech Act Project

DAS Department of Administrative Services (CT)

DORS Department of Rehabilitation Services (CT)

FCC Federal Communications Commission

FOIA Freedom of Information Act (CT)

LOI Letter of Intent

NDBEDP National Deaf Blind Equipment Distribution Program

OAG Office of the Attorney General (CT)

OPM Office of Policy and Management (CT)

POS Purchase of Service

RESNA Rehabilitation Engineering and Assistive Technology Society of North America

RFA Request for Applications

SEEC State Elections Enforcement Commission (CT)

U.S. United States

* ***Assistive Technology****:* Assistive Technology (AT) is any item or piece of equipment that is used to increase, maintain or improve the functional capabilities of individuals with disabilities in all aspects of life, including at school, at work, at home and in the community. Assistive Technology ranges on a continuum from low tech to high tech devices or equipment.
* ***Client:*** a recipient of the Contractor’s Services.
* ***Commissioner****:* The Commissioner of the State of Connecticut Department of Rehabilitation Services, as defined in Connecticut General Statutes (CGS) § Sec. 4-8 and P.A. 12-1, Sec 29.
* ***Contractor****:* an individual and/or public, private, non-profit, for profit organization or company that enters into a POS contract with the Department as a result of this RFA.
* ***Deaf-blind****:* (A) (i) an individual who has a central visual acuity of 20/200 or less in the better eye with corrective lenses, or a field defect such that the peripheral diameter of visual field subtends an angular distance no greater than 20 degrees, or a progressive visual loss having a prognosis leading to one or both these conditions; (ii) an individual who has a chronic hearing impairment so severe that most speech cannot be understood with optimum amplification, or a progressive hearing loss having a prognosis leading to this condition; and (iii) an individual for whom the combination of impairments described in clauses (i) and (ii) cause extreme difficulty in attaining independence in daily life activities, achieving psychosocial adjustment, or obtaining a vocation;(B) an individual who despite the inability to be measured accurately for hearing and vision loss due to cognitive or behavioral constraints, or both, can be determined through functional and performance assessment to have severe hearing and visual disabilities that cause extreme difficulty in attaining independence in daily life activities, achieving psychosocial adjustment, or obtaining vocational objectives.
* ***Department****:* Department of Rehabilitation Services.
* ***Disability:*** A physical or mental impairment that substantially limits one or more of the major life activities of an individual, a record of such an impairment, or being regarded as having such an impairment.
* ***Letter of Intent:*** The Letter of Intent is non-binding notification to the Department of the Prospective Respondent’s intent to submit an application in response to this RFA. It does not obligate the sender to submit a response. The Letter of Intent must clearly identify the sender, including name, postal address, telephone number, and e-mail address.
* ***Prospective Respondent****:* an individual or public, private, non-profit, for profit organization or company that may submit an application to the Department in response to this RFA, but has not yet done so.
* ***Respondent****:* an individual and/or public, private, non-profit, for profit organization or company that has submitted an application to the Department in response to this RFA.
* ***VR****:* Vocational Rehabilitation.

**⏹ C. INSTRUCTIONS**

**1. Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFA. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. 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 the Department about this RFA is strictly prohibited. Respondents or prospective Respondents who violate this instruction may risk disqualification from further consideration.

Name: Mary Van Ness

Address: 55 Farmington Avenue, 12th Floor, Hartford, CT 06105

Phone: 860-424-4983

E-Mail: **Dors.Contracts@ct.gov**

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact. For all communications, Respondents shall put in the subject line ATS\_RFA\_2019.

**2. RFA Information.** The RFA, addenda to the RFA and other information as associated with this procurement are available in electronic format from the Official Contact or from the following:

* Department’s Publications Web Page

[**http://www.ct.gov/dors/cwp/view.asp?a=11&Q=493102&PM=1**](http://www.ct.gov/dors/cwp/view.asp?a=11&Q=493102&PM=1)

* State Contracting Portal

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

It is strongly recommended that any Respondent or prospective Respondent subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive e-mail communications announcing procurements and addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFA.

**3. Contract Offers.** The offer of the right to negotiate any contract pursuant to this RFA is dependent upon the availability of funding to the Department.

 **4. Eligibility.** Respondents shall be individuals or public, private, non-profit, for profit organizations or companies that have no less than four years of experience, or are certified by the RESNA as an ATP, and have capabilities in one or more of the AT Services listed on [**ATS Application (Appendix A)**](https://www.ct.gov/dors/lib/dors/procurement/ats_rfa_2019_app_a.docx).

**5. Minimum Qualifications of Respondents.** Respondents must meet or exceed the minimum qualifications of the [**ATS Application (Appendix A)**](https://www.ct.gov/dors/lib/dors/procurement/ats_rfa_2019_app_a.docx).

**6. Procurement Schedule.** See below. Due dates related to milestones referenced below with an \* are target dates only. The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFA and will be posted on the State Contracting Portal and the Department’s RFA Web Page.

**PROCUREMENT SCHEDULE**

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|  **Milestones** |  **Due Dates** |
| RFA Released  | 03/04/2019 |
| Questions Due from Respondents | 03/18/2019 |
| Responses to Questions Posted | 03/27/2019 |
| Letter of Intent (LOI) Due Date | 04/01/2019 |
| Application Submission Due Date | **04/22/2019** |
| Successful Respondent(s) Announced\* | 05/22/2019 |
| Contract Negotiations Begin\*  | 06/03/2019 |
| Contracts Begin\*  | **08/01/2019** |

 **7. Letter of Intent.** Prospective Respondents are strongly encouraged, but not required to submit a Letter of Intent (LOI). The LOI is non-binding and does not obligate the sender to submit a response. The LOI must be submitted to the Official Contact by **e-mail** by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, and e-mail address. Please provide in your LOI which AT Service(s) you are interested in providing from the list below. Descriptions of AT Services can be found in [**ATS Application (Appendix A)**](https://www.ct.gov/dors/lib/dors/procurement/ats_rfa_2019_app_a.docx).

1. AT Evaluation
	1. AT Evaluation for individuals who are deaf-blind
2. AT Workplace Evaluation
3. AT Home to Work Evaluation
4. AT Training

1) AT Training for individuals who are deaf-blind

2) Troubleshooting AT equipment and repair

**8. Inquiry Procedures.** All questions regarding this RFA or the Department’s procurement process must be submitted via e-mail to the Official Contact before the deadline specified in the Procurement Schedule. 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(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the requirements of the RFA or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum to this RFA. If any answer to any question constitutes a material change to the RFA, the question and answer will be placed at the beginning of the addendum and duly noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments or addenda to this RFA on the State Contracting Portal and on the Department’s Website. At its discretion, the Department may distribute any amendments or addenda to this RFA to prospective Respondents who submitted a Letter of Intent. Respondents must include a signed Addendum Acknowledgement for each amendment or addenda posted to this RFA. The Addendum Acknowledgement form(s) shall be placed at the end of each posted amendment or addenda.

**9**. **ATS Application Due Date.** The Official Contact is the only authorized recipient of submissions received in response to this RFA. Submissions must be received by the Official Contact via **e-mail** on or before the Application Submission Due Date referenced on the Procurement Schedule.

This is an electronic submission. For all communications, Respondents shall put in the subject line, ATS\_RFA\_2019.

This is an ELECTRONIC SUBMISSION and must be submitted **via e-mail in formats that are compatible with *Microsoft Office Word or Portable******Document Format (PDF)*.** It is acceptable to submit the required documents identified in Section IV as scanned Portable Document Format (PDF) or similar file format.

 **10. Multiple Submissions.** Multiple submissions are not an option with this procurement.

 **11. Claim of Exemption from Disclosure.** Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat.(CGS) § 1-200 *et seq*. (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or portions of documents required by this procurement are exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite to the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in CGS § 1-210(b)(5)(A) and show how all of the factors are met. Notwithstanding this requirement, DORS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

**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. The Department 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. SUBMISSION FORMAT**

**1. Required Outline.** All submissions must follow the required outline presented in Section IV - Submission Outline. Submissions that fail to follow the required outline will be deemed non-responsive and will not be evaluated.

**2. Cover Sheet.** The Cover Sheet should be the first page of the submission packet and should include Respondent’s name, name of RFA (ATS\_RFA\_2019), and date of submission.

**3. Table of Contents.** All submissions must include a Table of Contents that conforms to the required submission outline as identified in Section IV.

**4. Attachments.** Attachments other than the required Appendix A (ATS Application) and the State of Connecticut Contract Items identified in Section IV are not permitted and will not be evaluated. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFA. Failure to abide by these instructions may result in disqualification.

**5. Pagination.** The Respondent’s name must be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices must be numbered consecutively in the footer.

**6. E-Mail Requirements.** The RFA Name must be clearly displayed in the subject area of the e-mail: **ATS\_RFA\_2019**

**⏹ E. EVALUATION OF SUBMISSIONS**

**1. Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFA. When evaluating submissions, negotiating and offering the right to negotiate a contract to successful Respondents, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State’s Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

**2. Evaluation Team.** The Department will designate an Evaluation Team to evaluate applications submitted in response to this RFA. The contents of all submissions, including any confidential information, will be shared with the Evaluation Team. Only submissions found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Submissions that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent.

**3. Minimum Submission Requirements.** All submissions must comply with the requirements specified in this RFA. To be eligible for evaluation, submissions must (a) be received on or before the due date; (b) meet the Submission Format requirements; (c) follow the required Submission Outline; and (d) be complete. Submissions that fail to follow instructions or satisfy these minimum submission requirements may not be reviewed further. The Department may reject any submission that deviates significantly from the requirements of this RFA.

**4. Evaluation Criteria (and Weights).** Submissions meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria listed in Section IV, Submission Outline, are the objective standards the Evaluation Team will use to evaluate the technical merit of the submissions. The information provided in the ATS Application will be used to evaluate submissions. The criteria are weighted according to their relative importance. The weights are confidential.

**5. Respondent Selection.** Upon completing its evaluation of submissions, the Evaluation Team will submit the rankings of all submissions to the Department head. The final selection of successful Respondents is at the discretion of the Department head. Any Respondent selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal and the Department’s Website. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department’s discretion, about the outcome of the evaluation and Respondent selection process.

 **6. Debriefing.** After receiving notification of the outcome of the evaluation process from the Department, any Respondent may contact the Official Contact and request a debriefing of the procurement process and its submission. If Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct debriefing meetings that have been properly requested, within fifteen (15) days of the Department’s receipt of a request. The debriefing meeting must not include or allow any comparisons of any submissions with other submissions, nor should the identity of the evaluators be released. The debriefing process shall not be used to change, alter, or modify the outcome of a competitive procurement. More detailed information about requesting a debriefing may be obtained from the Official Contact.

**7. Appeal Process.** Nolater than thirty (30) days after the Department notifies Respondents about the outcome of their submission, Respondents may submit an appeal to the Department. 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 the Department’s procurement; however, such appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the procurement there was a failure to comply with the State’s statutes, regulations, or the provisions of the RFA. Any such appeal must be submitted to the Department Head with a copy to the Official Contact. 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 the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract with a successful Respondent. More detailed information about filing an appeal may be obtained from the Official Contact.

**8. Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, “Any bidder or proposer 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>.

**9. Contract Execution.** Any contract developed and executed as a result of this RFA is subject to the Department’s contracting procedures, which may include approval by the DAS and OAG.

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| **II. MANDATORY PROVISIONS** |

**⏹ A. STANDARD CONTRACT, PARTS I AND II**

*By submitting a response to this RFA, the Respondent implicitly agrees to comply with the provisions of Parts I and II of the State’s “standard contract”:*

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, budget, reports, and program-specific provisions of any resulting contract. A sample of Part I is available from the Department’s Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM’s web site at: <http://www.ct.gov/opm/fin/standard_contract>.

Note:

Included in Part II of the standard contract 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.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected respondent (contractor), and, if required, the Attorney General’s Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s office.

**⏹ B. ASSURANCES**

*By submitting a response to this RFA, 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 RFA development process and had no knowledge of the specific contents of the RFA 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 submission. The Respondent also represents and warrants that the submission 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 RFA. The Department 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. Validity of Submission.**The Respondent certifies that the submission represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto. The submission 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, the Department may include the submission, by reference or otherwise, into any contract with the successful Respondent.

**4. Press Releases.**The Respondent agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFA or any resultant contract.

**⏹ C. TERMS AND CONDITIONS**

*By submitting a response to this RFA, 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 (ADA) of 1990 as amended, 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 the Department shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any qualifications submitted in response to this RFA.

**3. Exclusion of Taxes.** The Department 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. Changes to Submission.** No additions or changes to the original submission will be allowed after submission. While changes are not permitted, the Department may request and authorize Respondents to submit written clarification of their submissions, in a manner or format prescribed by the Department, and at the Respondent’s expense.

**5. Supplemental Information.** Supplemental information will not be considered after the deadline for submissions, unless specifically requested by the Department. The Department may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a submission. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation.

**6. Presentation of Supporting Evidence.** If requested by the Department, a Respondent must be prepared to present evidence of experience, ability, data reporting capabilities, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFA. At its discretion, the Department may also check or contact any reference provided by the Respondent.

**7. RFA Is Not An Offer.** Neither this RFA nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department 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 the Department 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 the Department and, if required, by the Attorney General’s Office.

**⏹ D. RIGHTS RESERVED TO THE STATE**

*By submitting a response to this RFA, 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 RFA shall ultimately be determined by the Department.

**2. Amending or Canceling RFA.**The Department reserves the right to amend or cancel this RFA on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.

**3. No Acceptable Submissions.** In the event that no acceptable submissions are received in response to this RFA, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.

**4. Award and Rejection of Submissions.** The Department reserves the right to award in part, to reject any and all submissions in whole or in part, for misrepresentation or if the submission limits or modifies any of the terms, conditions, or specifications of this RFA. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject any submissions received after the closing date referenced on the Procurement Schedule.

**5. Sole Property of the State.**All submissions in response to this RFA 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 RFA shall be the sole property of the State, unless stated otherwise in this RFA 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.**The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFA. The Department further reserves the right to contract with one or more Respondents for such services.

**7. Clerical Errors in Award.**The Department 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.

**⏹ E. STATUTORY AND REGULATORY COMPLIANCE**

*By submitting a response to this RFA, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:*

1. **Gift and Campaign Contributions, C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy’s Executive Order 49.** If an Respondent is offered 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 gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM’s website at:

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.

**IMPORTANT NOTE:** The Respondent must include a completed Gift and Campaign Contribution Certification (OPM Ethics Form 1) with their submission.

1. **Consulting Agreements, C.G.S. § 4a-81(a) and 4a-81(b).** Applications 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 Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM’s website at: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.

 **IMPORTANT NOTE:** The Respondent must include a completed Consulting Agreement (OPM Ethics Form 5) with their submission.

**3.** **Affirmation of Receipt of State Ethics Laws Summary**. Completion of the form is to affirm (1) receipt of the summary of State ethics laws developed by the Office of State Ethics pursuant to C.G.S. § 1-101mm and 1-101qq 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 Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6) is available on OPM’s website at: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.

**IMPORTANT NOTE:** The Respondent must include a completed Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6) with their submission.

1. **Iran Certification.** Entities whose principal place of business is located outsideof the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form. The OPM Iran Certification Form 7 (Rev. 3-28-14) is available on OPM’s website at: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.

**IMPORTANT NOTE:** The Respondent must include a completed Iran Certification (OPM Ethics Form 7) with their submission.

**5. 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 applications any confidential information. If the Respondent indicates that certain documentation, as required by this RFA, 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 an 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.

**6. 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 ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

**IMPORTANT NOTE**: The selected Respondent(s) must upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the DAS/Procurement Division. The DAS [Upload Instructions.pdf](http://das.ct.gov/images/1090/Upload%20Instructions.pdf) guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

**7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a as amended.** If a Respondent is offered an opportunity to negotiate a contract, the Respondent must provide the Department 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 nondiscrimination certification forms are available on OPM’s website at: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>.

**IMPORTANT NOTE:** The selected Respondent(s) must upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution. The DAS [Upload Instructions.pdf](http://das.ct.gov/images/1090/Upload%20Instructions.pdf) guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

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| **III. PROGRAM INFORMATION** |

**⏹ A. DEPARTMENT OVERVIEW**

The Department of Rehabilitation Services provides a wide range of services to individuals with disabilities and aging adults who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living.

DORS programs, policies and practices are designed to promote employment, independence, equal access and self-sufficiency for people with disabilities and aging adults. We strive to be a resource for information and technical assistance for other stakeholders in Connecticut as well.

Two of the programs within DORS includes the state Vocational Rehabilitation (VR) programs: the general VR program, known as the Bureau of Rehabilitation Services (BRS) and the VR program for individuals who are blind, known as the Bureau of Education Services for the Blind (BESB), as well as the Connecticut Tech Act Project.

**Department Mission**

The Connecticut Department of Rehabilitation Services’ mission is to maximize opportunities for people in Connecticut with disabilities to live, learn and work independently.

**⏹ B. PROGRAM OVERVIEW**

AT Services will be utilized primarily by BRS, BESB and the CTTAP to provide evaluation and training to its eligible Clients, when appropriate based on Clients’ needs.

The CTTAP’s goal is to help individuals with disabilities of all ages and all disabilities, as well as family members, employers, educators and other professionals gain access to Assistive Technology devices and services. The CTTAP has been certified by the Federal Communications Commission (FCC) to administer the National Deaf Blind Equipment Distribution Program (NDBEDP) grant with the specific charge of assessing eligible individuals who are deaf-blind, identifying their AT needs and providing training for specialized equipment in order to have access to telecommunication services, internet access, and advanced communications.

 DORS will use these contracted services when a Client is identified in need of an AT evaluation or training by their VR Counselor and/or the DORS AT Consultant. The specific evaluation or training requested will be determined by the VR Counselor or AT Consultant.

 AT Services Program Objectives and Expectations:

* Start Date to administer AT Services is August 1, 2019.
* Schedules for AT evaluations and training will be on an as-needed basis. Key factors in determining schedules will be the identified service area, area of expertise of the contractor, and the need of Client(s);
* An AT Evaluator will be expected to conduct a thorough evaluation of Clients with a review of records, Client interviews, observation, equipment evaluations, trials and recommendations; and

* A written report will be required within 30 days of evaluation of Clients with recommendations for equipment and training needs;
* AT Training may be required based on Client(s) needs and the equipment provided to Client(s).

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| **IV. SUBMISSION OUTLINE** |

1. **SUBMISSION OUTLINE**

This section presents the **required** outline that must be followed when submitting qualifications in response to this RFA. Submissions must include all the components listed below in the order specified.

1. **Cover Sheet**
2. **Table of Contents**
3. **ATS Application (Appendix A)**
4. **State of Connecticut Contract Items:**
5. Gift and Campaign Contribution Certification, as noted in Section II E.1.
6. Consulting Agreement Affidavit, as noted in Section II E.2.
7. Affirmation of Receipt of State Ethics Laws Summary, as noted in Section II E.3.
8. Iran Certification, as noted in Section II E.4.
9. Freedom of Information Act exemptions, as noted in Section II E.5, if applicable.
10. Conflict of Interest Disclosure Statement, as noted in Section I C.12.

**IMPORTANT NOTE:** For a responsive submission, the Respondent SHALL submit all completed State of Connecticut Contract Items listed above. Forms a. - d. are available at OPM’s website at:<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.

**5. Addendum Acknowledgement** forms shall be completed, signed and returned with Respondent’s submission when applicable. Applicable Addendum Acknowledgement forms shall be placed at the end of each addendum or addenda posted to this RFA.