

**Addendum 1  
Questions and Answers  
Date Changes  
Modernization RFP  
February 26, 2008**

1. **Question:** Page 17 (Section III.B.1): Section III.B.1.a requests proposers to identify “all other State agencies...” with which we have had a contract within the past five years. Sections III.B.d-i request the following information for each of these contracts: contact information, contract values, contract terms, description of project scope, system descriptions, and subcontractor involvement. Given the five-page limit for this section, can we provide the information requested for subsections d-i for a subset of those contracts that are the most relevant to this project?

**Answer: Yes, at your discretion. Please indicate that you are providing only the most relevant.**

2. **Question:** Page 18 (Section III.B.3): Does the State anticipate completing all of the tasks (1 through 25) in the 19-month project timeframe, including system implementation, certification, and the three- to six-month post-implementation assistance? Or is it the State’s expectation that tasks 1 through 12 (up through contract negotiations) would fall within the initial 19-month timeframe? If the latter, does the State have a desired timeframe for completing the system implementation?

**Answer: The Agency anticipates completing all of the tasks in the 19 month project timeframe, including system implementation, certification, and the three-to-six month post-implementation assistance.**

3. **Question:** Page 24 (Section IV.B.12) refers to monthly status reports. Page 27 (Section IV.C.8) refers to bi-weekly status reports during the planning stage of this initiative. Please clarify the State’s preference for monthly vs. bi-weekly status reports. During what timeframe are bi-weekly status reports desired?

**Answer: All references to reporting requirements (progress/status/planning) should be bi-weekly. The Agency may revise the frequency as necessary.**

4. **Question:** Page 27-28 (Section IV.C.8): Are Steering Committee Meetings held on a monthly or bi-weekly basis?

**Answer: It is anticipated that the Steering Committee meetings will be held monthly at the start of the project and will increase in frequency as needed. However, the Steering Committee has not yet finalized its meeting criteria so this may be subject to change.**

5. **Question:** Page 28 (Section IV.C.9): To guide the proposal budgeting process, approximately how many Federal Planning Document(s) does the State anticipate the selected contractor will prepare?

**Answer: To be determined with guidance and consultation from selected contractor.**

6. **Question:** General Question: Has the State established a budget for this project? If so, can the budgeted amount be made available?

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**Answer: The State has established a budget for this project, but it will not be made available.**

7. **Question:** Who will issue the RFP that results from this contract, the Department of Social Services or the Department of Information Technology?

**Answer: Department of Information Technology.**

8. **Question:** Is the vision for Document Management solely to manage documents already in electronic form, or will it include capture (scanning and filing) of paper documents?

**Answer: It will include capture (scanning and filing) of paper documents.**

9. **Question:** To support e-Signature, has a standard, product, service or tool been selected?

**Answer: Currently being developed for the enterprise by the Department of Information Technology.**

10. **Question:** Who submitted Letters of Intent?

**Answer: To protect the integrity of the RFP process, the names of those who submitted Letters of Intent will not be made public until after the execution of a contract.**

11. **Question:** p.23 10 – What “special consideration” will be given to firms who sub-contract with a Connecticut certified “set-aside” firm?

**Answer: Special consideration means that a firm which indicates they will sub-contract with a set-aside firm will be given extra points in the evaluative process. In the event that two firms are identical in points after the evaluation but one indicates they will sub-contract with a “set-aside” firm, the firm willing to sub-contract with a set-aside firm would be offered the right to negotiate a contact with the State.**

12. **Question:** p. 32 - Please clarify the requirements for the Business Proposals. Are two separate cost proposals required, or does the bidder have the option to choose whether to submit one based on hourly rates or fixed price based on deliverables?

**Answer: Please see the Cost Sheet provided as part of this Addendum 1.**

13. **Question:** Does the Department anticipate changing the centralized IMS database to another product to more fully enable the modernization process?

**Answer: Not part of the scope of this project.**

14. **Question:** p.4 Please explain “online case management tools, e.g., tools that set up E.F.T.”

**Answer: Provide the ability for clients to perform self-service types of transactions, like requesting a new EBT or CONNECT card, or inquiring on the status of their application/redetermination.**

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15. **Question:** Is the intent of the Modernization RFP to enable and/or communicate with non-D.S.S. workers who will assist clients through the process of using online applications?

**Answer: Yes. For example, entities like CT Community Action Agencies, FQHCs.**

16. **Question:** p.5 Has the Department selected or developed a standard systems development methodology that it has used in the past or would like to use in the future?

**Answer: The Department of Information Technology is developing an enterprise Systems Development Methodology (SDM) mandated for use by all executive branch State agencies.**

17. **Question:** It is our understanding that some proposal sections have page limits and some do not. In Section B, there do not appear to be page limits for Section B.3, B.4, and B.5. Section B.6 has a 2 page limitation on resumes, but there appears to be no limit on Job Descriptions. Sections B.7, B.8, B.9, B.10, B.11, and B.12 do not appear to have any page limits. Is this correct?

**Answer: Yes.**

18. **Question:** Within the 19-month schedule for the project, are there specific timeframes targeted for the procurement and DDI phases?

**Answer: Targeted timeframes identified and will be reviewed and evaluated in conjunction with selected vendor.**

19. **Question:** Are timelines for State and Federal Approvals included in the project timeframe?

**Answer: Yes.**

20. **Question:** p.20 – 4. Should the “maximum payment” to a sub-contractor be included in the business proposal, or should it be expressed as a “maximum percentage” of the total value of the contract?

**Answer: The maximum payment to a sub-contractor should be expressed as a maximum percentage so that if the total value of the contract is negotiated, the sub-contracted percentage remains the same.**

21. **Question:** p.17, B.1.c – Is a signed letter required in this section (which is limited to five pages), or can this release be included in the transmittal letter?

**Answer: The release should be a separate letter or statement within Section B, 1., found on page 17 of the RFP.**

22. **Question:** Has DSS completed any work to document the requirements or define the business processes for the new system?

**Answer: No.**

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23. **Question:** The second paragraph on page 1 states that the expected contract term is just 18 months (June 2, 2008 through December 31, 2009). The scope however includes requirements definition, development of a feasibility study, development support for approval of Advance Planning Documents (APD) (and presumably also Implementation Advance Planning Documents (IAPD)), development of an RFP, selection assistance, and monitoring of integration work. This scope indicates that the department expects the new system to be implemented during the term of this contract. Can it then be concluded that the Department expects the new system to be implemented prior to December 31, 2009?

**Answer: At a minimum, the Agency expects that the new system implementation to encompass the identified Phase I programs will occur by March 31, 2010.**

24. **Question:** What is the estimated timeframe for the various milestones of the project?

**Answer: Refer to answer for question #18**

25. **Question:** How many end users are there for the proposed system?

**Answer: 3,000 – 3,500**

26. **Question:** Do you have existing standards and templates for project deliverables?

**Answer: Refer to answer for question #16**

27. **Question:** Will the Modernization system interface with any external vendors or agencies?

**Answer: Refer to answer for question #15**

28. **Question:** In the introductory paragraph to sub-section K, you have included a provision that states that a proposer's submission "must" include a "signatory acceptance without qualification" of all terms and conditions. The RFP later states that bidders may offer alternative language but only after providing the acceptance without qualification. Given the significant cost of preparing a proposal for an opportunity such as this, this is a significant risk to the vendor. In our extensive experience both participating in and advising clients on similar procurements, this provision is unusual and contradictory with the stated objective of item 15 in section I.H that the state will select the proposal that is most advantageous to the state, price and other factors considered. In addition, this provision may have the unintended consequence of limiting the competition given that larger, potentially more qualified, vendors are likely to be more risk averse. Would the Department consider altering this language such that failure to provide a signature without qualification will not potentially automatically disqualify a potential bidder as non-responsive? The Department could instead require that all bidders state any "exceptions" or "alternative language" in their proposal. This would provide the Department the ability to review the qualifications and experience of all responsive vendors against any alternative language and then select the vendor most advantageous consistent with item 15 of section I.H.

**Answer: It is a requirement that every bidder include a signatory acceptance without qualification. No exception will be made to this provision. It should be noted**

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however, that the Department has an understanding of the risk inherent in agreeing to such language, particularly for large corporations, and as such, agrees to negotiate the Terms and Conditions *after* the right to negotiate a contract has been offered to a bidder. The signatory acceptance allows the Department the flexibility to negotiate these Terms and Conditions, with the understanding that if an agreement cannot be reached, these Terms and Conditions will govern.

29. **Question:** The organizational experience section includes a page limit of five pages but also includes a very specific list of information that must be provided for all similar engagements completed in the last five years. It may be difficult for some vendors to provide all the required information in the five page limit. How should we reconcile these two requirements?

**Answer:** Refer to answer for question #1

30. **Question:** Can you further describe the nature and structure of the State's Project Management team? And will the State need assistance structuring the team?

**Answer:** The Agency has defined a project management team which will provide for a collaborative effort between Agency's business stakeholders and technology experts. The project management team will be reviewed with the selected contractor.

31. **Question:** What systems and business areas comprise the "current environment" mentioned in number one? Do documentation/technical specifications exist for EMS and other systems and processes?

**Answer:** EMS, the current legacy system, as described in the RFP, supports the Agency's Bureau of Assistance Programs, Division of Financial Management and Analysis, Division of Administration Services, Office of Administrative Hearings, Medical Administration, as well as the Regional Offices.

**The documentation/technical specifications do exist.**

32. **Question:** Who would be responsible for completing the user training for the new system?

**Answer:** It is the Agency's intent that user training will be the responsibility of the contractor selected to develop the Modernization solution(s).

33. **Question:** Will the work plan include tasks and timeframes for State employees?

**Answer:** Yes.

34. **Question:** Has the State identified a preferred technology for the Modernization project?

**Answer:** No. The technology must conform to the enterprise standards developed by the Department of Information Technology.

35. **Question:** How many potential Modernization Project solutions would be considered for the feasibility study?

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**Answer: The Agency will consider all potential solutions.**

36. **Question:** Is the Steering Committee already formed and is it specific to this project?

**Answer: Not yet finalized but will be specific to this project.**

37. **Question:** Please clarify the scope of the federal planning documents/reports. Are they limited to Modernization project activities?

**Answer: Yes, the scope is limited to the Modernization project.**

38. **Question:** Please clarify the responsibilities for acceptance testing. Will the contractor perform the user acceptance testing or review testing plans and test results?

**Answer: It is the Agency's intent that acceptance testing will be the responsibility of the contractor selected to develop the Modernization solution(s). The monitoring contractor will be responsible for reviewing the testing plans and test results.**

39. **Question:** At the bottom of page three, reference is made to the child support enforcement system. Can the Department clarify if that system is in scope for this project?

**Answer: The Child Support Enforcement System must be considered in the overall design of the solution(s).**

40. **Question:** What are the system integrator deliverables to be reviewed that are not covered in the list of Technical Systems Designs?

**Answer: The list of Technical Systems Designs stated in the RFP may not be all-inclusive. The Agency will consult with the selected contractor to determine if any additional system integrator deliverables are warranted.**

41. **Question:** Please clarify how frequently the implementation process would be evaluated during the project.

**Answer: Refer to answer for question #3.**

42. **Question:** What degree of integration will occur between EMS and the new Modernization project? Will users continue to use EMS or will the new application provide a front-end interface for all activities?

**Answer: The degree of integration will be based upon the functional requirements document as developed by the contractor. EMS will continue to be an integral part of the Agency.**

43. **Question:** Is there a Costs Sheet to include with the cost section of the proposal? Should costs be included in the same document as the Technical Proposal?

**Answer: Please see the Cost Sheet provided as part of Addendum 1.**

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44. **Question:** In analyzing alternatives, will there be a consideration for replacing any legacy systems or does the State desire to only bring in additional technology (IVR, document management, web-based front-ends) and solutions?

**Answer: The replacement of the current legacy system is not within the scope of this Modernization project.**

45. **Question:** Will the development of APD's be included as a Contractor task (does it have the same meaning as federal documents)?

**Answer: Yes.**

46. **Question:** Is there a planned schedule?

**Answer: Not enough information provided to answer this question.**

47. **Question:** Do you have an existing IVR or document management system in use in your department?

**Answer: No.**

48. **Question:** Are there any additional background materials that can be provided?

**Answer: No.**

49. **Question:** Are there priorities for implementation- IVR, document management or web-based systems?

**Answer: Yes. Tentatively, the web-based system would be the number one priority.**

50. **Question:** Approximately how many users (groups of users) will participate in requirements gathering? Will there be statewide visits?

**Answer: The users will consist of Central Office staff and potentially 12 Regional Offices. There may be statewide visits.**

51. **Question:** Will there be orals for this procurement?

**Answer: Per RFP Section II, H. (8) found on pg.8, and Letter F. found on pg. 35, the Department reserves the right to interview bidders if they so choose.**

52. **Question:** Can DSS provide a contact list for those organizations that submitted an LOI to facilitate possible teaming arrangements?

**Answer: Please see the answer to # 10.**

53. **Question:** Did DSS have assistance of an outside organization in preparing this RFP and, if so, who was it and are they eligible to bid on this RFP?

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**Answer: No.**

54. **Question:** Will DSS consider the option of consolidating the project phases or offering the roll out of programs in a different order?

**Answer: Would consider if proven to be the best solution within timeline and budget constraints.**

55. **Question:** The RFP states that a “successful bidder may suggest alternative language after having accepted without qualification the Terms and Conditions as specified in the PSA contract.” Are bidders to include in their proposals any suggested alternative language, and, if so would the appropriate place for the suggested alternative language be immediately behind the “Signatory Acceptance?”

**Answer: Please do not submit any proposed language at this time. Please see answer to question # 28.**

56. **Question:** Where should bidders provide the requested assurances (L. 2-5) in their proposals?

**Answer: Please include these assurances in your transmittal letter.**

57. **Question:** Page Numbers: To facilitate proposal preparation, would DSS reconsider the consecutive numbering requirement to allow for the restart of numbering in each of the four parts (Examples: Part I -1, I-2, ...Part II -1, II-2...) and/or the exclusion of appended materials from the requirement?

**Answer: No.**

58. **Question:** In reference to the transmittal letter: Page 14 indicates it must be “limited to one page,” whereas on Page 33 it indicates that it is to be “no more than two pages.” Please clarify. Also, a requirement of the transmittal letter is to address the Bidder Assurances for independent price determination. Is the Bidder to repeat each of the 6 listed (1. a-e)), or would the statement “*Bidders name* certifies that in connection with this procurement all of the assurances regarding independent price determination as specified in Section 1.L.1a – e) have been met” satisfy the mandatory requirement?

**Answer: It can be two pages.**

59. **Question:** It appears that the forms referenced as being in Appendix VIII and Appendix X have been combined as one document in the appendix section of the RFP and that document, which appears on page 76, is titled as “RESOLUTION”, and is not labeled as either appendix VIII or X. Please clarify.

**Answer: That is correct. The Resolution and the Non-discrimination Certification have been combined into one document.**

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60. **Question:** SEEC Form 11 is indicated as being Appendix XI on page 16, but is labeled as Appendix X on pages 74 and 75. Please clarify.

**Answer: It should have been labeled Appendix X.**

61. **Question:** Does DSS want the requested information to be provided for subcontractors, if any, including item c) the signed release? And, if so, is the page limitation still expected to be five pages?

**Answer: Yes. Please see Section IV. B. 4. d. and note numerals 1-5 immediately following this section. The five page limitation is only as to Section IV. B 1. B2 has a three page limitation, and unless otherwise noted, there are not page restrictions associated with other provisions under B. Though there may not be a specific limitation, bidders are encouraged to be as concise as possible.**

62. **Question:** Would DSS consider allowing bidders to include the requirements for a signed release (c) and the additional assurances (k & l) as part of the transmittal section of the proposal? If no, is the release and the assurances included in the 5 page minimum? And, does the State have a standard form or suggested language for the signed release?

**Answer: Please see the answer to question #21 and also the citation listed there with regard to the release. As to “additional assurances,” please see the answer to #56. The Department does not have any suggested language for the release, other than that provided per the Organizational Capacity and Structure at B. 1 (c).**

63. **Question:** At these two citations it appears that the same information is being requested. If it is the same, would DSS consider removing the requirement for this information at IV.B.2.b? If not intended to be the same information, please clarify DSS expectation for each requirement.

**Answer: In citations IV.B.2.b. and IV.B.7, it does appear to be requesting the same information. Therefore, we are recommending to eliminate the IV.B.7 requirement and incorporate the answer in IV.B.2.b**

64. **Question:** In this section it states that “Resumes of personnel are limited to two (2) pages per resume. Resumes and job descriptions are not included in the page limitation for this Section generally. We did not note a page limitation for this Section.

**Answer: This is true.**

65. **Question:** Would DSS provide a copy of its organization chart for the project? This is requested to make a determination on the availability of DSS and other Department resources to participate and provide programmatic and operational input into various activities such as acceptance testing and pilot phases

**Answer: Yes, this would be provided to the selected contractor.**

66. **Question:** What are DSS' target dates for the following milestones?

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- a. Issuance of the modernization RFP
- b. Contract award for modernization contractor
- c. Start of Pilot
- d. Phase One (Medicaid, SCHIP and Food Stamps) implementation
- e. Phase Two (TANF, SAGA, Child Care and CEAP) implementation

**Answer:**

- a. - tentatively September 1, 2008
- b. - tentatively December 1, 2008
- c. - TBD
- d. - tentatively March 31, 2010
- e. - TBD

67. **Question:** What would be the minimum number of work days required by DSS to review deliverables that are described in Section C, Scope of Services; and for deliverables that would be required of the modernization contractor (e.g., detailed design document, etc)?

**Answer: Dedicated project team members will be assigned to review deliverables.**

68. **Question:** What would be the expected turnaround time (in work days) for deliverable review by DSS's federal partners for Federal Planning Documents and other key documents (e.g., modernization contractor RFP)?

**Answer: The anticipated turnaround time is in the range of 30 days.**

69. **Question:** The RFP requires that the selected bidder would "Continue to provide oversight and monitoring for three to six months after implementation." Please provide DSS' definition for "implementation." Is it the start of pilot, end of pilot, completion of providing access statewide for Phase One, etc?

**Answer: At a minimum, implementation would encompass completion of providing access statewide for Phase One.**

70. **Question:** Is there a window after the initial pilot that permits system modification or changes resulting from the pilot prior starting further implementation?

**Answer: To be determined with guidance and consultation from selected contractor.**

71. **Question:** Would DSS please provide an indication of the number of anticipated Steering Committee Meetings?

**Answer: Refer to answer for question #4**

72. **Question:** Please confirm that DSS does not require the business proposal to be separately bound and sealed.

**Answer: DSS does require that the business proposal be separately bound and sealed.**

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73. **Question:** The RFP requests that bidders provide a price for each deliverable under two cost methods: 1. Time and Materials (based on inclusive hourly rates and hours for each deliverable) and 2. Fixed Price per deliverable. Can DSS clarify whether it expects to award a Time and Materials or a Fixed Price per deliverable contract or a combination of both? If a combination, can DSS please provide guidance as to which services would be Time and Materials and which would be Fixed Price?

**Answer: Please see the answer to question #12. Bidders should only complete the cost sheet and should ignore the requirements on page 32 listed under “3. Cost Proposal” and on page 35. E. 1, a-d. These costs should all be addressed through the attached costs sheet.**

74. **Question:** Is it DSS’ expectation that the price per deliverable derived from the Time and Materials Method and price per deliverable derived from the Fixed Price Method be the same?

**Answer: Please see the answer to question #12 and #73.**

75. **Question:** Does DSS intend to conduct a pilot test? If so, what is the expected duration of the pilot test? Is the pilot test considered a pre-implementation or implementation phase activity? Is monitoring of the pilot test included in the three to six month period of oversight and monitoring after implementation? Will the consultant be required to prepare a Pilot Evaluation Report?

**Answer: All of this is yet to be determined.**

76. **Question:** In addition to the Testing Evaluation Criteria, will the consultant be required to prepare an Acceptance Test and a Pilot Evaluation Report?

**Answer: Yes, it is anticipated that this will be a collaborative effort with the Agency Project Team.**

77. **Question:** Does DSS or DoIT have a standard set of contract deliverables that is required for IT development and implementation projects? If so, can that list be provided?

**Answer: No. The deliverables are those identified in the RFP.**

78. **Question:** It appears that many of the appendices contain an erroneous “Appendix IX or XI” in the upper left corner of the page .

**Answer: Ignore any reference to Appendix XI as this was inadvertently left in the header.**

79. **Question:** Affirmation of Receipt of State Ethics Laws Summary. This form did not appear in Section IV. A. (pages 14 – 16) as one that needed to be provided in a proposal.

**Answer: That is correct. This was provided as information for the bidders as it will be required for signature by the eventual Contractor.**

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80. **Question:** Would DSS consider allowing for a final round of questions for clarification of answers received on February 25?

**Answer: No.**

It is now anticipated that the term of the contract will be from June 2, 2008 through June 1, 2010, with implementation occurring on or before March 31, 2010.

Bidder name: \_\_\_\_\_

Insert additional rows if necessary.

#	A Tasks	B Staff Position	C Staffing Category (Example: Management, Consultants, Analysts)	D Brief Description of Duties	E Staff Hours	F Hourly Rate	G Cost
1	Project Work Plan [Deliverable: Project Work Plan]				-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 1						\$0
2	Develop an Approach for the Modernization Project [Deliverable: Modernization Project Solution Document]				-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 2						\$0
3	Develop Functional Requirements Document [Deliverable: Functional Requirements Document]				-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 3						\$0
4	Conduct Feasibility Study and Cost Benefit Analysis [Deliverable: Cost Benefit Analysis Document]				-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 4						\$0
5	Identify and Prepare any Federal Planning Documents [Deliverable: Federal Planning Documents]				-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 5						\$0

Bidder name: \_\_\_\_\_

Insert additional rows if necessary.

#	A Tasks	B Staff Position	C Staffing Category (Example: Management, Consultants, Analysts)	D Brief Description of Duties	E Staff Hours	F Hourly Rate	G Cost
6	Prepare the Request for Proposals [Deliverable: Implementation of Request for Proposal]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 6						\$0
7	Provide Procurement Assistance [Deliverable: Scoring Tool, Scoring Protocol]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 7						\$0
8	Provide Progress Reports and Attend Steering Committee Meetings [Deliverable: Status Reports & Attendance at Steering Committee Meetings]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 8						\$0
9	Prepare Federal Planning Document(s) Updates [Deliverable: Timely Federal Planning Document(s) Updates to Identified Entities]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 9						\$0
10	Develop Quality Assurance Procedures and Provide Monitoring [Deliverable: Monitoring Plan for Implementation of the Modernization Project]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 10						\$0

Bidder name: \_\_\_\_\_

Insert additional rows if necessary.

#	A Tasks	B Staff Position	C Staffing Category (Example: Management, Consultants, Analysts)	D Brief Description of Duties	E Staff Hours	F Hourly Rate	G Cost
11	Review Technical Systems Design [Deliverable: Technical Systems Design Evaluation Report]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 11						\$0
12	Perform Acceptance Testing and Pilot Evaluation [Deliverable: Testing Evaluation Criteria]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 12						\$0
13	Review All Project Deliverables [Deliverable: Project Deliverable Reports]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 13						\$0
14	Project Status Reports [Deliverable: Project Status Reports]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 14						\$0
15	Attendance at Meetings [Deliverable: Attendance at Meetings]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 15						\$0
16	Guidance and Counsel [Deliverable: Provide guidance and Counsel to the Department as needed]						

Bidder name: \_\_\_\_\_

Insert additional rows if necessary.

	A	B	C	D	E	F	G
#	Tasks	Staff Position	Staffing Category (Example: Management, Consultants, Analysts)	Brief Description of Duties	Staff Hours	Hourly Rate	Cost
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 16						\$0
17	Evaluate and Assist Implementation [Deliverable: Evaluation Reports]						
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
					-	\$0.00	\$0
	Subtotal for Task 17						\$0
				<b>Subtotal Staff Costs:</b>		-	<b>\$0</b>
<b>Subtotal Non-staff Costs</b> - Provide a total of all non-staff costs here (itemization and detailed costs must be included in the Budget Narrative):							
					<b>Total Costs:</b>		<b>\$0</b>

**State of Connecticut Department of Social Services**

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**CONSULTANT FOR RFP DEVELOPMENT: MODERNIZATION OF CLIENT SERVICE DELIVERY TO INCLUDE ONLINE WEB-BASED APPLICATION, INTEGRATED DOCUMENT MANAGEMENT SYSTEM AND INTEGRATED VOICE RESPONSE SYSTEM.**

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**Request for Proposals**

The State of Connecticut Department of Social Services (Department) is requesting proposals from qualified and experienced organizations that have demonstrated leadership and operational success in providing consultant services to support the development and implementation of competitive process to procure and implement a Modernization of Client Service Delivery to include Online Web-based Application, Integrated Document Management System and Integrated Voice Response System.

The resultant contract period is anticipated to begin on June 2, 2008 and anticipated to conclude on December 31, 2009.

Potential bidders must submit a mandatory Letter of Intent to the Department no later than **3:00 p.m. local time on February 8, 2008**. Completed proposals must be received at the Department no later than **3:00 p.m. local time on March 17, 2008**. Proposals received after that date and time may be accepted by the Department as a clerical function but may not be evaluated. Those proposals that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which the proposals will be destroyed. **All proposals must be in sealed envelopes clearly identified as “CONSULTANT FOR RFP DEVELOPMENT: MODERNIZATION OF CLIENT SERVICE DELIVERY TO INCLUDE ONLINE WEB-BASED APPLICATION, INTEGRATED DOCUMENT MANAGEMENT SYSTEM AND INTEGRATED VOICE RESPONSE SYSTEM.”**

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

Julia Lentini, Staff Attorney  
State of Connecticut Department of Social Services  
Contract Administration  
25 Sigourney Street  
Hartford, CT 06106  
Telephone: 860-424-5940  
Fax: 860-424-4953  
Email: [Julia.Lentini@ct.gov](mailto:Julia.Lentini@ct.gov)

The Department is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired individuals may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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

### **A. DEPARTMENTAL OVERVIEW**

The Department provides a broad range of services to elderly persons, disabled persons, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively-authorized programs and approximately one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

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

The Department administers most of its programs through offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the State. For the other programs, services are available through offices located in the three regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies. The Department has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications, and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone.

There are four entities attached to the Department for administrative purposes only. They are the Commission on Aging, the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

### **B. PROJECT BACKGROUND**

The agency has recognized the importance of the strategic use of information technology by identifying it as a key element for achieving the agency's vision to effectively deliver client services. Information technology also plays a key role in supporting the agency's ability to meet its other top priorities, i.e., to promote self-sufficiency, independent living, and community strength; customer satisfaction; employee satisfaction; and organizational effectiveness and cost efficiency.

Furthermore, agency management has identified specific Business Change Drivers requiring support of technology:

- Improve critical processes for state services provided to the public
- Facilitate the view that information is a statewide resource held in trust for the public
- Develop more flexible agency staffing options
- Provide policy makers and senior agency management with increased decision-making capabilities
- Provide easy and secure access to timely, appropriate and understandable information and services
- Increase partnerships with private sector, non-profit organizations and other public sector organizations
- Share information with and among agencies and the federal government
- Provide for increased remote access by employees for operational information and technical support
- Adopt solutions that enable collaboration among agency staff and suppliers / service providers regardless of location
- Leverage the Internet

### **C. CURRENT ENVIRONMENT**

Connecticut's legacy Eligibility Management System (EMS) is among the nation's most comprehensive welfare eligibility systems. This mainframe system provides fully integrated data processing support for the determination of client eligibility, benefit calculation and issuance, financial accounting, and management reporting. EMS supports many of the agency's major programs such as Temporary Family Assistance (TFA), Medical Assistance (Medicaid and State Medical Assistance), Food Stamp, State Supplement to the Aged, Blind, and Disabled, the State Administered General Assistance (SAGA), Refugee Assistance Cash, medical assistance programs and the Managed Care Program. The system has been functional since 1989.

EMS determines eligibility and issues notices and benefits for approximately 390,000 assistance units and 420,000 clients each month. The database management system (DBMS) is IBM IMS. The system consists of over 210 databases, 50 VSAM files, 3025 COBOL programs, over 550 on-line screens, and 5.0 million lines of code. EMS runs on an IBM 2064-103 Z/OS R1.4 operating system at the State Data Center located at the Department of Information Technology (DOIT). Information is entered on-line from over 3,500 PC workstations across the state, with most of the processing of information occurring immediately. Production staff is on duty 24 hours a day to support the on-line system and the extensive batch processing, which occurs at night and on the weekends. EMS exchanges and matches data through numerous interfaces (with other state and federal agencies, as well as with banks, insurance companies, and other entities) in order to ensure the accuracy of information contained in the client and assistance unit

database. A large proportion of application development activities involve enhancements to EMS to meet the ever-changing business needs of the agency.

On any given day, system transactions number 750,000 to 1,000,000, with response time averaging less than three seconds. Each month, approximately 300,000 cash benefits, food stamp benefits and medical cards are issued. An average of 183,000 notices and 100,000 eligibility worker alerts are generated each month from EMS.

Cash benefits are issued via Electronic Benefit Transfer (EBT), direct deposit or for a limited number of clients via check. Food Stamp benefits are issued via EBT. Eligibility for medical assistance can be verified in real time using an electronic Eligibility Verification System (EVS). Also, EMS sends medical eligibility files to a contracted vendor to process claims. EMS interfaces with an automated finger imaging system (AFIS) to ensure that clients do not receive duplicate benefits.

The major characteristics of EMS include:

1. Centralized Data Base: EMS is structured to maintain all of its information about clients and programs in a centralized IMS database. Staff members are able to enter, retrieve, and update this information according to the security and access guidelines maintained by the system.
2. On-line Entry and Update of Information: Information regarding clients and services is entered on-line from PC's located in the regional and central offices. EMS is a menu-driven system, which means that the user's route through EMS is guided by Menus. Menus serve as the beginning point for system activities, and the options selected on the menus determine the specific screens to be used. Depending on what selection is made, the system brings the user to a lower level or submenu. Based on the selections made by the user, the user is able to process information or optionally navigate through the system. A series of screen displays provides for the entry of application data and the update of client information for case maintenance. When data is entered into the system, the EMS database is immediately updated and made available to all systems users.
3. Timely System Processing: The information associated with an integrated application, for example, is processed upon completion of data entry to provide an initial test of eligibility for benefits. Similarly, the effect on benefit levels of a change in earned income is calculated immediately. In instances where immediate processing is not appropriate (e.g., check issuance, routine reporting, or certain interfaces to an external system), processing occurs on a batch basis, usually overnight.

In addition to EMS (DSS' primary application), the Department also provides a system to support the Connecticut Child Support Enforcement program. The Connecticut Child Support Enforcement System (CCSES) is supported by a contracted vendor.

## D. OBJECTIVES

The Department is issuing this Request for Proposals (RFP) to procure the services of a highly experienced professional consultant organization (Consultant or Contractor or Resultant Contractor) to:

- provide Project Management services,
- develop a RFP for the Modernization of Client Service Delivery to include Online Web-based Application, integrated Document Management System and Integrated Voice Response System (Modernization RFP),
- develop the Proposal Review and Scoring criteria,
- participate in the Contract negotiation, and
- conduct an independent validation and verification process through system development and implementation.

This is not a replacement for any existing application, rather a new initiative.

The intent of the Modernization RFP that the chosen consultant will develop is to acquire a solution(s) that will include:

- Preliminary Eligibility Screening
- Application for Assistance
- Benefit Renewal
- The ability to accommodate unfinished applications and renewals
- Reporting of Changes, e.g., income, address, household composition
- Benefit Calculator
- The ability to add comments to an application/review that has already been submitted
- E-signature capability
- On-line case management tools, e.g., tools that set up EFT, provide ability to view application status or benefit history
- The ability to send messages to eligibility workers
- Downloading of forms
- The ability to integrate with the Department's mainframe legacy Eligibility Management System (EMS)
- Handling the following programs: **Phase One** – Medicaid (HUSKY A), SCHIP (HUSKY B), and Food Stamps; **Phase Two** – to include, but not be limited to: Temporary Assistance for Needy Families (TANF), State Supplement, State-Administered General Assistance (SAGA), Child Care, and the CT Energy Assistance Program (CEAP).
- The ability to address the needs and incorporate a solution for Document Management and Integrated Voice Response Systems

This current RFP for a consultant presents an exceptional opportunity for organizations with highly skilled individuals with extensive experience and

knowledge of web-based on-line application systems, Document Management and Integrated Voice Response Systems development, procurements, and implementations.

Organizations contemplating responding to this RFP must have extensive experience generally, with a particular emphasis on developing and writing Request for Proposals, reviewing and scoring proposals, developing contracts, and project management incorporating standard systems development methodology. The Department reserves the right not to review proposals received from organizations/individuals that have no demonstrated experience in these arenas.

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

### **A. ISSUING OFFICE AND ADMINISTRATION**

The Department is issuing this RFP through its Office of Contract Administration. This office is the only contact in the State of Connecticut for this RFP process. The address of the Issuing Office is:

Julia Lentini, Staff Attorney  
State of Connecticut Department of Social Services  
Contract Administration  
25 Sigourney Street  
Hartford, CT 06106  
Telephone: 860-424-5940  
Fax: 860-424-4953  
Email: [Julia.Lentini@ct.gov](mailto:Julia.Lentini@ct.gov)

All questions, comments, proposals, and other communications with the State regarding this RFP must be submitted via email to the above contact, and all proposals must be submitted in writing, in sealed envelopes or sealed boxes clearly identified as “**CONSULTANT FOR RFP DEVELOPMENT: MODERNIZATION OF CLIENT SERVICE DELIVERY TO INCLUDE ONLINE WEB-BASED APPLICATION, INTEGRATED DOCUMENT MANAGEMENT SYSTEM AND INTEGRATED VOICE RESPONSE SYSTEM**”

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

**B. PROCUREMENT SCHEDULE**

Milestones	Ending Dates
RFP released	January 25,2008
Deadline for MANDATORY Letter of Intent (no later than 3:00 p.m. local time)	February 8. 2008
Deadline for the submission of written questions (no later than 3:00 p.m. local time)	February 19, 2008
Anticipated posting of Department’s official responses to questions (Questions/Answers Addendum)	February 25, 2008
Proposals due (no later than 3:00 p.m. local time)	March 17, 2008
Review of proposals and recommendations made to the Commissioners	TBD
Anticipated announcement of awards for contract negotiation	TBD
Contract negotiations/contract execution	TBD
Consultant Organization for the Modernization RFP commences	June 2, 2008

**C. MANDATORY LETTER OF INTENT**

Interested bidders must submit a nonbinding Letter of Intent to the Issuing Office to advise the Department of their intention to submit a proposal in response to this RFP. The Letter of Intent must be received by the Issuing Office no later than **3:00 p.m. local time on Friday, February 8, 2008.**

The Letter of Intent may be faxed or emailed to the Issuing Office. The Letter of Intent must identify the contact person for the organization, including their telephone and fax numbers and email address. It is the bidder’s responsibility to confirm the Issuing Office's receipt of a Letter of Intent.

Failure to submit the mandatory letter of intent by the date and time specified above will disqualify the bidder from further consideration.

**D. BIDDER’S QUESTIONS**

Interested bidders may submit questions regarding this RFP to the Issuing Office through fax or email directed to the Issuing Office. To be considered, questions regarding this RFP must be received by the Issuing Office no later than **3:00 p.m. local time on Tuesday, February 19, 2008.** The early submission of questions is encouraged. It is solely the bidder’s responsibility to ensure and verify the Department’s receipt of the bidder’s questions.

The Issuing Office will respond to only those questions that meet the deadline and criteria listed above. Official responses to all questions will be in the form of a

Questions/Answers Addendum to this RFP posted on the State Procurement/Contracting Portal at [www.das.state.ct.us/Purchase/Portal/Portal\\_home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_home.asp). The anticipated posting date for the Questions/Answers Addendum is **Monday, February 25, 2008**. It is solely the bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addendums or official announcements pertaining to this RFP. Bidders must include with their proposal a signed acknowledgment of the receipt of each Addendum posted to the State Contracting Portal.

In addition to the posting of the questions and answers, the Addendum will specify dates in the Procurement Schedule currently identified as TBD.

#### **E. EVALUATION AND SELECTION**

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

#### **F. CONTRACT EXECUTION**

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

#### **G. BIDDER DEBRIEFING**

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

#### **H. RIGHTS RESERVED**

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

1. Cancellation - Cancel this procurement at any time prior to the contract award

2. Amendment of procurement - Amend this procurement at any time prior to contract award
3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements
4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)
5. Prior contract default - Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented
6. Receipt of proposals after due date and time - Reject or refuse to evaluate any proposal that is received after the stated deadline
7. Written clarification - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require
8. Oral clarification - Require bidders, at their own expense, to make oral presentations at a time selected and in a place provided by the Department (The Department may invite bidders, but not necessarily all bidders, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of bidders invited to make such a presentation and the number of attendees per bidder).
9. Onsite visits - Make onsite visits to the operational facilities of bidders to further evaluate the bidder's capacity to perform the duties required in this RFP
10. Allowance of proposal changes - Except as may be authorized by the Department, allow no additions or changes to the original proposal after the due date and time specified herein
11. Property of the State - Own all proposals submitted in response to this procurement upon receipt by the Department
12. Separate service negotiation - Negotiate separately any services in any manner necessary to serve the best interest of the State
13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained within this RFP

14. One or more bidders - Contract with one or more bidders
15. Proposal most advantageous - Consider all factors in determining the most advantageous proposal for the Department when awarding a bidder the right to negotiate a contract with the Department (while cost is a factor in determining the bidder to be awarded the right to negotiate a contract with the Department, price alone shall not determine the winning bidder)
16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment, the best interest of the Department will be served
17. Privileged and confidential information - Share the contents of any proposal with any of the State's designees for the purpose of evaluating proposals to make an award (the contents of all meetings, including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the terms of the contract shall be privileged and confidential)
18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it requires)
19. Unacceptable proposals - Reopen the bidding process if the Department determines that a majority of proposals are unacceptable

**I. PROPOSAL PREPARATION EXPENSES**

The State of Connecticut and the Department assume no liability for payment of expenses incurred by bidders in preparing and submitting proposals in response to this procurement. All expenses are born by the bidder, including any materials used, postage paid, travel required or presentations made at the request of the Department.

**J. PROPOSAL DUE DATE AND TIME**

The Issuing Office must receive proposals no later than **3:00 p.m. local time on Monday, March 17, 2008**. The Department will not consider a postmark date as the basis for meeting any submission deadline. Bidders should not interpret or otherwise construe receipt of a proposal after the closing date and time as stated herein as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department suggests the bidder use certified or registered mail to deliver the proposal when the bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and should allow extra time for security procedures. Bidders must address all RFP communications to the Issuing Office. Consultation with any other entity regarding this RFP will be grounds for disqualification from the competitive bidding process.

## **K. ACCEPTANCE OF PROPOSAL CONTENTS**

If acquisition action ensues, the contents of this RFP and the proposal of the successful bidder will form the basis of contractual obligations in the final contract. The resulting contract will be a Personal Services Agreement (PSA) contract (the Mandatory Terms and Conditions of which are attached as Appendix I) between the successful bidder and the Department. The bidder's proposal must include a "Signatory Acceptance" (Appendix II), without qualification, of all terms and conditions as stated within this RFP and the Terms and Conditions for a PSA contract. A successful bidder may suggest alternate language after having accepted without qualification the Terms and Conditions as specified in the PSA contract. The Department may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department's decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

## **L. BIDDER ASSURANCES**

1. Independent price determination - By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:
  - a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
  - b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor.
  - c) Competition - No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a proposal for restricting competition.
  - d) Prior knowledge - The bidder had no prior knowledge of this RFP's contents prior to actual receipt of this RFP, and had no part in RFP development.
  - e) Offer of gratuities - The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contract

arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor's agent, or the contractor's employees.

- f) Campaign Contribution Restrictions - The bidder certifies receipt of SEEC Form 11.
2. Valid and binding offer - The bidder's proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and its subsequent addendums, and any amendments or attachments hereto.
3. Press releases - The bidder agrees to obtain prior written consent and approval from the Department for press releases that relate in any manner to this RFP or any resulting contract.
4. Restrictions on communications with Department staff - The bidder agrees that from the date of release of this RFP until the Department makes an award, that it shall not communicate with the Department's staff on matters relating to this RFP, except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department's staff may, at the decision of the Department, result in disqualification of that bidder's proposal.
5. Experience – The bidder warrants that they have procurement development/process experience to perform the tasks identified in this RFP. The bidder also acknowledges and allows the Department to examine the bidder's claim with regard to experience by allowing the Department to review the bidder's related contracts or to interview contracting entities.

## **M. FREEDOM OF INFORMATION**

Due regard will be given to the protection of proprietary information contained in all proposals received, however, bidders should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting therefrom. Bidders must provide convincing explanation and rationale to justify each exception from release consistent with §1-210 of the Connecticut General Statutes to claim proprietary exemption.

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

specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the bidder that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

In any case, the narrative portion of the proposal may not be exempt from release. Between the bidder and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

#### **N. AFFIRMATIVE ACTION**

Regulations of Connecticut State Agencies Section 46a-68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements: the applicant's success in implementing an affirmative action plan; the applicant's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive; the applicant's promise to develop and implement a successful affirmative action plan; the applicant's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the applicant's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises. (See CGS 4a-60).

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

#### **A. GENERAL PROPOSAL REQUIREMENTS**

Bidders must adhere to the Department's rules as established in this RFP for proposal consideration, structure, and content. The Department requires each bidder, at a minimum, to clearly describe how the specifications in this RFP will be met. The proposal structure requirements are listed below in this Section III and the proposal content requirements are listed below in Section IV. Bidders must respond to each content requirement that begins with "THE BIDDER SHALL." Proposals must provide evidence of successful experience and competence.

#### **B. INSTRUCTIONS FOR PROPOSAL STRUCTURE**

##### **1. Delivery Condition**

An original (clearly marked) and four exact, legible copies of the proposal must be submitted in clearly identified "**CONSULTANT FOR RFP DEVELOPMENT: MODERNIZATION OF CLIENT SERVICE DELIVERY TO INCLUDE ONLINE WEB-BASED APPLICATION, INTEGRATED DOCUMENT MANAGEMENT SYSTEM AND INTEGRATED VOICE RESPONSE SYSTEM**" sealed envelopes or sealed boxes by the deadline. In addition, one exact electronic copy of the entire

proposal in a non-PDF format must be submitted, except for those required documents that cannot be converted into electronic format. One exact electronic copy may be submitted via email to the Issuing Office contact, or may be submitted with the hard copy original and copies on CD or USB Flash Drive. All required submissions must be received in hand by the Department by the deadline.

**2. Proposal Structure**

The Department has structured the proposal submission requirements into four distinct parts: Transmittal Information and Assurances, Organizational Capacity and Structure, Scope of Services, and Business Proposal.

**3. Proposal Construction**

- a) Binding of Proposals - Each bidder must submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and four exact, legible copies of the proposal must be submitted in loose leaf or spiral-bound notebooks with the official name of the organization appearing on the outside front cover of each binder and on each page of the proposal (location on each page and the front cover is at the discretion of the bidders).
- b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents must separate each major part of the proposal. The title of each part must appear on the tab sheet.
- c) Table of Contents - Each proposal must incorporate a Table of Contents. It is through this Table of Contents that the Department will evaluate conformance to uniform proposal content and format.
- d) Cross-referencing RFP and Proposal - Each section of the proposal must cross-reference the appropriate section of this RFP that is being addressed. This will allow the Department to determine uniform compliance with specific RFP requirements.
- e) Page Numbers - Each page of each part of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal through all appended materials.

- f) Page Format - The standard format to be used throughout the proposal is:
- (1) Text shall be on 8½” x 11” paper, portrait orientation, single-spaced
  - (2) Pitch shall be a maximum of ten characters per inch
  - (3) Font shall be either Arial or Times New Roman and a minimum of twelve point
  - (4) The binding edge margin of all pages shall be a minimum of 1½ inches. All other margins shall be one inch.
  - (5) Graphics may have a landscape orientation, bound along the top (11”) side (if oversized, graphics may have a maximum of one fold).
  - (6) Graphics may have a smaller text spacing, pitch, and font size.

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

##### **A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES**

To submit a responsive proposal, each proposal must include an original (clearly marked) and four exact copies clearly identified as **“CONSULTANT FOR RFP DEVELOPMENT: MODERNIZATION OF CLIENT SERVICE DELIVERY TO INCLUDE ONLINE WEB-BASED APPLICATION, INTEGRATED DOCUMENT MANAGEMENT SYSTEM AND INTEGRATED VOICE RESPONSE SYSTEM.”** One exact electronic copy (via email, compact disc, or USB flash drive) must be submitted as well by the same deadline.

- 1. Transmittal Letter** - The original proposal (clearly marked) and all copies must include a Transmittal Letter limited to one page, which addresses the Bidder Assurances for independent price determination.
- 2. Table of Contents** - Include a Table of Contents for the entire proposal beginning with the Executive Summary and including all appendices.
- 3. Executive Summary** - A high-level summary limited to two pages that summarizes the content of the proposal.

4. **Addendum Acknowledgements** - The bidder must include the signed acknowledgement of their receipt of any and all Addendums issued for this RFP. If there are none, an affirmative statement that none were received is appropriate.
5. **Procurement and Contractual Agreements Signatory Acceptance** (Appendix II) - The bidder must provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix I).
6. **Workforce Analysis Form** (Appendix III) - Bidders with Connecticut worksites must complete this form.
7. **Notification to Bidders Form** (Appendix IV [signed]) - This information must include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, bidders must address in writing the following five factors as appropriate to the bidder's particular situation. These factors are:
  - a) Affirmative Action Plan - The bidder's success in implementing an Affirmative Action Plan
  - b) Development of Affirmative Action Plan - The bidder promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place
  - c) Apprenticeship Program - The bidder's success in developing an apprenticeship program complying with §§46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive
  - d) EEO-1 Data - The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
  - e) Set-aside for Minority Businesses - The bidder's promise to set-aside a portion of the contract for legitimate minority business enterprises, and to provide the Department Set-aside Reports in a format required by the Department.
8. **Smoking Policy** (Appendix V - signed Statement, if applicable) - If the bidder is an employer subject to the provisions of §31-40q of the Connecticut General Statutes (Appendix V), the bidder agrees to provide the Department

with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the bidder is not subject to the provisions of §31-40q of the Connecticut General Statutes prior to contract approval.

9. **Certification Regarding Lobbying (Appendix VI) - The bidder must** include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member or Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
10. **Contract Affidavits/Certifications (Appendices VII, VIII, IX, X, and XI) -** Connecticut General Statutes §§4-250 through 4-252 require that State contracts with a value of \$50,000.00 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, bids or proposals for Large State Contracts (having a total cost to the State of more than \$500,000.00) must include a Campaign Contribution Affidavit. Further, Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142 require each State contract be accompanied by a resolution and nondiscrimination certification.
11. **A responsive proposal must include a completed Gift and Campaign Contribution Certification (Appendix VII), a completed Certification of State Agency Official or Employee Authorized to Execute Contract (Appendix VIII), a Consulting Agreement Affidavit (Appendix IX), and a Resolution and Nondiscrimination Certification (Appendix X).** If a bidder is exempt from the Contract Affidavit/Certification Requirements, they must indicate this fact on the appendices and return the forms with the proposal.
12. **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix XI - signed) -** Pursuant to Public Act 07-01, "principals" of State contractors and prospective State contractors are prohibited from donating and soliciting certain campaign contributions. **A responsive proposal must** acknowledge receipt of SEEC Form 11.

**B. ORGANIZATIONAL CAPACITY AND STRUCTURE**

1. **Summary of Organizational Capacity** (maximum five pages) - To submit a responsive proposal, **THE BIDDER SHALL** describe the bidder's overall qualifications to carry out a project of this nature and scope. The detail of corporate experience and success relevant to this RFP's scope of services should include the following information concerning the bidder's experience in other contracts and projects, whether ongoing or completed during the past five years:
  - a) An identification of all other State agencies in any and all states or commercial vendors with which it had a contract, the nature of contract, and designation to whether such contract is similar to the Scope of Services for this project
  - b) A description of its projects or the work performed in the past five years for those agencies or commercial vendors
  - c) A signed release allowing the Department to access any evaluative information including, but not limited to, site reviews conducted by any State agency or commercial entity for which the bidder has performed work in the past five years
  - d) Contacts for these projects including name of customer's project officer, title, address, and telephone number
  - e) The amounts of initial and final contracts
  - f) Subcontractors used and type of effort for previous contracts
  - g) The term for all previous contracts including the date of contract signing, the date of project initiation, the initial scheduled completion date, and the actual completion date
  - h) A general description of the scope of the project
  - i) A description of the data systems in those states
  - j) A description of its ability to secure and retain professional staff to meet the contract requirements
  - k) Assurance that the company, its principals, and staff will avoid real or perceived conflicts of interest including assurances that staff will have no relationships with management information companies during the

term of the contract that conflict with the goals and intent of this project. A conflict for the organization and staff would arise when staff would benefit materially from a relationship with a management information company including, but not limited to:

- (1) When the staff provides information on behalf of a management information company to the bidder and resulting contractor and benefits materially from that information sharing
  - (2) When staff or his/her agency/firm has agreed to be a subcontractor for services resulting from any resultant contract
  - (3) When staff serve on the Board of Directors of a management information company
- l) Assurance that should the bidder become aware of a potential or perceived conflict that may compromise the bidder's objective provision of services under the resultant contract, the bidder shall discuss this situation with the Department's Contract Administrator. The Contract Administrator shall determine the necessary remedy.

**2. Organizational Chart and Description** (maximum three pages) - to submit a responsive proposal **THE BIDDER SHALL** include:

- a) A functional organizational chart and accompanying narrative detailing how this project fits within the entire organizational structure.
- b) A description of the relationship between program personnel and the specific tasks and assignments proposed to accomplish the Scope of Services.
- c) A description of how existing organizational programs, services, and structure will support the successful implementation of the project

**3. Bidder References** - To submit a responsive proposal **THE BIDDER SHALL** include three specific programmatic references. References are individuals who are able to comment on the performance of the bidder's capacity to perform the services specified in this RFP. The reference must be an individual familiar with the organization and its day-to-day performance. If the Bidder has, during the past ten (10) years, had a direct or indirect Contract for the performance of tasks or services with any state agency or quasi-state agency in the State of Connecticut, at least one of the supplied references MUST be from the state or quasi-state agency. Bidders are

strongly encouraged to contact their planned references to ensure the accuracy of their contact information and their willingness and ability to be a reference. References must include the organization's name, address, current telephone number, and name of a specific contact person. If an email address is available, please provide that as well. The Department expects to use these references in its evaluation process. In addition, if the bidder's proposal includes the use of subcontractors for the direct provision of services, the bidder's proposal must also include three programmatic references for each proposed subcontractor.

**4. Subcontracts** - The resultant contractor for this RFP:

- a) May subcontract for any function (The following provisions of this section apply to those subcontractors retained for providing the contractor's requirements. In any subcontract arrangement, the resultant contractor shall comply with following contractual conditions in addition to those Terms and Conditions approved by the Attorney General and listed as an Appendix hereto.)
- b) Shall be held directly accountable and liable for all of the contractual provisions resulting from this RFP whether the resultant contractor chooses to subcontract its responsibilities to a third party or not.
- c) Shall be liable for all contractual obligations irrespective of subcontracted tasks (no subcontract shall negate the legal responsibilities of the resultant contractor as articulated in any resultant contract with the Department including those responsibilities that require the resultant contractor to assure that all activities carried out by the subcontractor conform to the provisions of the resultant contractor's contract with the Department).
- d) Shall incorporate the following conditions into any subcontract:
  - (1) All subcontracts shall be written.
  - (1) All subcontracts shall include any general requirements of resultant contractor's contract with the Department in response to this RFP that are appropriate to the services provided by the subcontractor.
  - (2) All subcontracts shall provide for the right of the Department or other governmental entity to enter the subcontractor's premises to inspect, monitor, or otherwise evaluate the work being performed as a delegated duty by the resultant contractor, as specified in Appendix G §3.33, Inspection of Facilities.

- (3) The resultant contractor and its subcontractors shall cooperate in the performance of financial, quality, or other audits conducted by the Department or its agents.
- (4) The resultant contractor shall provide, upon the Department's request, a copy of any subcontract.

To submit a responsive proposal, **THE BIDDER SHALL:**

1. Identify any of the services where the bidder intends or is contemplating using a subcontractor to perform the services or duties of the resultant contractor. Identify subcontractors and describe their experience and qualifications.
    - a) Describe the means used to select the subcontractor if one has not been selected to provide a specific service, but a decision has been made to subcontract that particular service.
  2. Describe the minimum experience and qualifications requirements to perform any intended subcontracted service.
  3. Identify processes for managing subcontracts.
  4. Provide the subcontractor's name, address, duties of the subcontractor, and the maximum payment under the subcontract.
  5. Propose a methodology to conduct oversight of the bidder's subcontractors performing any services.
- 5. Key Personnel and Staff Resources** - Due to the nature of the resultant contract and the heavy reliance on the resultant contractor to perform all of the work, the Department expects that a considerable amount of staff time will be spent at the Department.
- a) The resultant contractor shall permanently assign all staff identified as the consultant(s) of the Modernization RFP to the Department, until the tasks proposed have been completed and approved by the Department, unless:
    - (1) An individual terminates his employment with the contractor, or
    - (2) An individual becomes physically or mentally unable to carry out the duties assigned by the contractor, or

- (3) The State Contract Administrator requests that an individual be removed from the project.

The resultant contractor must receive the written approval from the Department for changes in key personnel prior to such changes being made. The resultant contractor shall submit to the Department for its approval, the name and credentials of any persons who are proposed to replace existing or previously proposed project management staff, or other key personnel identified by the State. These changes must not negatively impact the Department or adversely affect the ability of the resultant contractor to meet any requirement or deliverable set forth in this RFP, the bidder's response, and/or the resultant contract.

To submit a responsive proposal, **THE BIDDER SHALL:**

- (1) Describe a management plan for the development of the Modernization RFP that includes at a minimum:
  - (a) The names of bidder's key personnel proposed for this project.
  - (b) A description of the duties, authority, and responsibilities of each of the key personnel within the organizational structure, including the number and type of positions to be supervised by each.
  - (c) Key personnel who are not full-time staff of the resultant contractor, including a complete description of their employment status with the resultant contractor.
  - (d) Identification of any other current or planned contractual obligations that might have an influence on the bidder's capability to perform the work under a contract with the Department.
- (2) Identify a Project Manager and explain the Project Manager's contract-related experience, percentages of time dedicated to those previous contracts, and the proposed time for the contract contemplated by this RFP. The Project Manager will be responsible for the implementation and management of the project, for monitoring and ensuring the performance of duties and obligations under the contract, and the day-to-day oversight of the project. The Project Manager's schedule must assure that the Project Manager is present for project progress meetings, as well as other critical meetings. The

Project Manager will be the resultant contractor's representative for providing status updates and ad-hoc and interim reports.

- (3) Identify the percentage of time projected to be spent on this project for each of its other key personnel.

**6. Job Descriptions and Resumes**

To submit a responsive proposal, **THE BIDDER SHALL** include proposed personnel job descriptions for key positions and resumes for key personnel proposed for the key positions (including the Project Manager) indicating contract-related experience, credentials, education and training, and work experience. Resumes of personnel are limited to two (2) pages per resume. Resumes and job descriptions are not included in the page limitation for this Section generally. The resumes of key personnel proposed shall include:

- a) Experience with bidder (or subcontractor)
- b) Relevant education, experience, and training (the Project Manager must have extensive experience in projects similar to the Modernization RFP and experience with Health and Human Services systems is required)
- c) Names, positions, titles, email address, and telephone numbers of persons who are able to provide information concerning the individual's experience and competence
- d) The name of the customer and a brief description of the responsibility of the individual to the project for each project referenced in a resume should be included.

**7. Personnel and Tasks**

To submit a responsive proposal, **THE BIDDER SHALL** describe the relationship between specific personnel for whom resumes have been submitted and the specific tasks and assignments proposed to accomplish the Scope of Work.

**8. Evidence of Qualified Entity**

To submit a responsive proposal, **THE BIDDER SHALL**: provide written assurance to the Department from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws of the state in which it is incorporated from performing the services required under any resultant contract.

**9. Sanction Disclosure**

To submit a responsive proposal, **THE BIDDER SHALL** provide a statement that attests that no sanction, penalty, or compliance action has been imposed on the bidder within the three years immediately preceding the date of this RFP.

**10. Small, Minority, or Women's Business Enterprise**

Section 32-9e of the Connecticut General Statutes sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five percent of the average total of all contracts let for each of the three previous fiscal years must be set aside.

The Department requires that the resultant contractor make a "good-faith effort" to set aside a portion of this contract for a small, minority, or women's business enterprise if a subcontractor is utilized. Such subcontractors may supply goods or services. Prospective bidders may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services at the DAS Web site at [http://www.das.state.ct.us/Purchase/SetAside/SAP\\_Search\\_Vendors.asp](http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp) or by calling 860-713-5236.

During the evaluation process, special consideration will be given to those bidders who document their use of a certified small business and/or demonstrate the bidder's commitment to, whenever possible, use a certified small business. **THE BIDDER SHALL** describe its effort to set aside a portion of this contract for a small, minority, or women's business enterprise as a subcontractor.

**11. Department Responsibilities**

To submit a responsive proposal, **THE BIDDER SHALL** propose specific support the bidder requires from the Department to perform the tasks proposed in any resultant contract. Notwithstanding any bidder's proposed tasks for the Department to the contrary, the Department's Project Management Team will retain ultimate decision-making authority required to ensure project tasks are completed.

Specific Department responsibilities shall include:

- a) Project Management - A Project Manager/Team will be appointed by the Department and will be responsible for monitoring project progress and will have final authority to approve/disapprove project deliverables.

- b) Staff Coordination - The Project Manager/Team will coordinate all necessary contacts between the resultant contractor and State staff.
- c) Approval of Deliverables - The Project Manager/Team will review, evaluate, and approve all deliverables prior to the resultant contractor being released from further responsibility.
- d) Policy Decisions - The Department retains final authority for making policy decisions affecting completion of this project. In addition, the Department shall:
  - (1) Monitor the resultant contractor's performance and request updates as appropriate
  - (2) Respond to written requests for policy interpretations
  - (3) Provide technical assistance to the resultant contractor, as necessary
  - (4) Allow access to Department automated databases as available and permitted
  - (5) Allow access to management reports and case files as appropriate
  - (6) Provide a project leader
  - (7) Schedule and hold regular project meetings with the resultant contractor
  - (8) Provide a process for, and facilitate open discussions with, staff and personnel to gather information regarding recommendations for improvement
  - (9) Provide data as required by the resultant contractor to perform the functions of the project

- 12. Reporting Requirements** - The resultant contractor will be expected to provide monthly progress reports in a format to be approved by the Department. These reports may include, but not be limited to, qualitative and quantitative measures, narrative reporting of highlights and accomplishments, documentation of any programmatic challenges and corrective action plans, and results of client satisfaction surveys.

The resultant contractor will be expected to fully cooperate with the data collection and reporting requirements established by the Department and with any Department staff performing contract-monitoring functions.

To submit a responsive proposal, **THE BIDDER SHALL** describe their ability to comply with the above-stated requirements.

**C. SCOPE OF SERVICES (MAXIMUM FIFTY PAGES) and Work Plan**

**Resultant Contractor Requirements** - The resultant contractor will be required to provide, at a minimum, the following range of activities requested by this RFP:

1. Conduct a thorough review of the current environment to develop the necessary requirements of the system to promote operational and cost efficiencies.
2. Evaluate and propose the most cost effective and ongoing efficient approach to the interface with the Department's Eligibility Management System (EMS).
3. Meet with Department staff and determine the functional requirements necessary for the Modernization Project.
4. Develop a Functional Requirements Document.
5. Identify best practices and systems that would benefit the Department as well as enable successful implementation of the Modernization project solution in the most time efficient manner.
6. Develop alternative options for the Modernization Project with corresponding cost benefit analysis.
7. Advise and prepare federally mandated Planning Documents for submission to identified entities according to applicable Federal guidelines.
8. Assist the Department with the approval process for the mandated Planning Documents identified in the previous item.
9. Coordinate and prepare the Request for Proposals in conjunction with the Department of Information Technology's Contract Procurement staff for the procurement of the Modernization project.
10. Coordinate and develop an evaluation and scoring mechanism and the associated procedures for selection of the Modernization project contractor.
11. Assist with the evaluation of proposals and selection of the Modernization project contractor.
12. Assist with contract negotiations and contract development.
13. Develop quality assurance procedures and provisions for monitoring the Department's requirements of the selected project solution.
14. Perform all quality assurance activities and monitoring for the Department's requirements of the selected project solution.

15. Review and evaluate the Technical System Design for the project solution.
16. Evaluate any identified conversion effort for the project solution.
17. Perform acceptance testing and pilot evaluation of the project solution.
18. Review all project deliverables.
19. Produce Monthly Project Status Deliverables.
20. Produce any mandated Federal Reports.
21. Attend all Project Meetings.
22. Provide guidance and counsel to the Department.
23. Evaluate and assist with Modernization implementation.
24. Continue to provide oversight and monitoring for three to six months after implementation, in conjunction with Department staff.
25. Assist the Department in the preparation of any required certification process.

The following describes the contractor's responsibilities:

1) Work Plan:

A work plan identifying a schedule for completing all duties and responsibilities included in this project is required. The work plan will identify tasks and subtasks necessary to successfully complete project deliverables.

**Deliverable: Project Work Plan**

2) Develop an Approach for the Modernization Project:

The resultant contractor must evaluate and propose a sound approach that will be both cost effective and efficient to satisfy the requirements of the Modernization project.

**Deliverable: Modernization Project Solution Document**

3) Develop Functional Requirements Document:

The resultant contractor will meet with State staff in order to define and develop the requirements definition. It is expected that the resultant contractor will provide the Department with best practices and known, sound technologies to support the Department's requirements. In the proposals, bidders should describe the process that will be used to gather input from State staff. The resultant contractor will develop a functional requirements document that describes all functions to be supported by the Modernization Project.

**Deliverable: Functional Requirements Document**

4) Conduct a Feasibility Study and Cost Benefit Analysis:

In this feasibility study the resultant contractor will identify costs and benefits relative to potential Modernization Project solutions that satisfy the Department's requirements, taking into consideration custom development vs. transferable solutions (from other States) vs. off the shelf. The resultant contractor will also identify the costs and benefits to maintain the implemented solution in-house vs. outsourced. The resultant contractor should also identify new processes or components of the Modernization Project that would be of benefit to the state.

**Deliverable: Cost Benefit Analysis Document**

5) Identify and Prepare any Federal Planning Documents:

Incorporate the findings from all of the activities described above and include all federally mandated requirements for prior approval and subsequent submission.

**Deliverable: Federal Planning Documents**

6) Prepare the Request for Proposals:

The RFP will be used to procure contractor services for the Modernization Project solution based upon Department specifications. The RFP must include all necessary information for potential bidders to fully understand the scope of services and state requirements of the desired solution in order for submission of a comprehensive and competitive proposal. This document will be submitted to identified entities for review and prior approval.

**Deliverable: Implementation of Request for Proposal**

7) Provide Procurement Assistance:

The resultant contractor will assist the Department in the evaluation and selection of the Modernization contractor which will include:

- a) Developing a tool to score the proposals
- b) Facilitating State proposal review sessions
- c) Assisting with contract development and review

**Deliverable: Scoring Tool, Scoring Protocol**

8) Provide Progress Reports and Attend Steering Committee Meetings:

The resultant contractor will submit biweekly status reports during the planning stage of this initiative. These reports will discuss the project schedule in relation to the accepted work plan, describe accomplishments, identify potential problems and

risks with proposed solutions, and other pertinent issues. The resultant contractor will also attend the Department's Steering Committee meetings to keep management of the Department abreast of the planning activities, accomplishments, problems, risks and proposed solutions.

**Deliverable: Biweekly Status Reports & Attendance at Steering Committee Meetings**

9) Prepare Federal Planning Document(s) Updates:

The resultant contractor will prepare and submit the required Federal Planning Document(s) updates on a timely basis.

**Deliverable: Timely Federal Planning Document(s) Updates to Identified Entities**

10) Develop Quality Assurance Procedures and Provide Monitoring:

In conjunction with identified Department staff, the resultant contractor will develop project monitoring procedures to insure the successful implementation of the Modernization Project. This includes procedures to monitor and resolve issues regarding:

a) Project Scope: The Requirement Definition document produced by the implementation contractor will define project scope. The resultant contractor herein shall be the monitoring contractor and, as such, will be responsible for developing procedures to identify and resolve scope issues.

b) Project Schedule: The implementation contractor's final work plan will outline the project schedule. The resultant contractor herein shall be the monitoring contractor and, as such, shall develop procedures to monitor and manage the schedule, as well as identify and resolve delays.

c) Project Expenditures: The resultant contractor herein shall be the monitoring contractor and, as such, shall develop methods to track and report on all project expenditures.

d) Technical Compliance: The resultant contractor herein shall be the monitoring contractor and, as such, shall develop procedures to monitor compliance with all technical standards including capacity issues, hardware and software specifications, response time, system availability, storage capacity and code efficiency.

e) Issues Tracking: The resultant contractor herein shall be the monitoring contractor and, as such, shall be responsible for reporting project issues including, but not limited to, federal regulation changes, HIPAA changes, contractor staffing, state staffing and funding issues that may impact the progress of the project.

**Deliverable: Monitoring Plan for Implementation of the Modernization Project**

11) Review Technical Systems Design:

The resultant contractor herein shall be the monitoring contractor and, as such, shall review and advise the Department on issues concerning the implementation contractor's technical system design. The monitoring contractor must complete such reviews and provide written comments to the Department on a timely basis to allow the Department to evaluate and incorporate those comments into the State's formal response to the implementation contractor. The monitoring contractor will meet with the Department and the implementation contractor to discuss technical design issues. The monitoring contractor will arrange these meetings through the Department. The monitoring contractor's evaluation report will discuss the pros and cons of each issue and make recommendations based on the technical design meetings. The monitoring contractor will review:

- a) System architecture including hardware configuration and telecommunication-connectivity requirements;
- b) Overall logical design and processing efficiency;
- c) Screen layouts;
- d) Data validation, error detection and error correction procedures;
- e) Data flow processes;
- f) Logical and physical database designs;
- g) Organization of data structures, access methods and update procedures;
- h) Systems availability and response time (end to end) and potential bottlenecks; and
- i) User interface design.

**Deliverable: Technical Systems Design Evaluation Report**

12) Perform Acceptance Testing and Pilot Evaluation:

The resultant contractor herein shall be the monitoring contractor and, as such, shall review the implementation contractor's acceptance test plan to insure that the plan identifies all aspects of an operational system including training, user documentation, technical system environment and system functionality. The monitoring contractor will develop criteria to evaluate test results and determine readiness to move to pilot testing, if necessary, and then to statewide implementation.

**Deliverable: Testing Evaluation Criteria**

13) Review All Project Deliverables:

The resultant contractor herein shall be the monitoring contractor and, as such, shall review each implementation contractor deliverable and prepare a written critique of the deliverable. The monitoring contractor must complete such reviews and provide written comments to the Department timely to allow the Department to evaluate and incorporate those comments into the Department's formal response to the implementation contractor.

**Deliverable: Project Deliverable Reports**

14) Project Status Reports:

The resultant contractor herein shall be the monitoring contractor and, as such, shall produce timely status reports. At a minimum, these reports will be produced on monthly status reports and will track project progress, list issues, document resolved issues, and provide information on other issues that may impact the project.

**Deliverable: Timely Status Reports**

15) Attendance at Meetings:

The resultant contractor herein shall be the monitoring contractor and, as such, during the course of the implementation project, shall, at a minimum be required to attend weekly project meetings with the Department and also with the implementation contractor and scheduled Steering Committee meetings in Connecticut. Other meetings, such as issue resolution and task priority meetings, will be arranged by the Department as necessary.

**Deliverable: Attendance at Meetings**

16) Guidance and Counsel:

The resultant contractor herein shall be the monitoring contractor and, as such, shall provide guidance and counsel to the Department on project direction and progress, costs issues, change order issues, contractor disputes, implementation of Go/No Go recommendation and other project issues.

**Deliverable: Provide Guidance and Counsel to the Department as needed**

17) Evaluate and Assist Implementation

The resultant contractor shall assist the Department with implementation issues. As the monitoring contractor the resultant contractor must work as a liaison to facilitate and support the Department during implementation. This support includes, but is not limited to, professional advice and contributions of strategy for issue resolution, as well as review and analysis of data and implementing plans and documents.

**Deliverable: Evaluation Reports**

**Work Plan Requirements** - The resultant contractor shall submit to the Department, for its review and approval, a task schedule identifying the task to be accomplished, the start date for the task, and the number of days to complete the task. The task schedule shall identify the Department's role, if any, in the development, review, and, if applicable, approval of each scheduled task.

1. **Bidder Requirements** - In furtherance of the requirements stated above to submit a responsive proposal, **THE BIDDER SHALL:**
  - a) Approach - Propose a detailed approach to address the resultant contractor's requirements as stated above. A responsive proposal shall include a work plan that includes a schedule of the number, level, and hours of staff bid for each phase of the project. The schedule should indicate the number of hours staff would be present onsite at the Department.
  - b) Project Timetable - Submit a PERT, GANTT, or bar chart that clearly outlines the task timetable for the tasks from beginning to end. The chart must display key dates and events relative to the project and the position and title of the responsible party.
  - c) Workspace - Submit a description of the workspace at the Department necessary for the bidder to perform its tasks as described in this RFP.
  - d) Location of Bidder Facilities - To submit a responsive proposal, **THE BIDDER SHALL** identify the location where the bidder or its parent company has a principal place of business.

**D. BUSINESS PROPOSAL**

To submit a responsive proposal **THE BIDDER SHALL** include cost information and other financial information in the following order:

1. Financial Information -
  - a) Audited Financial Statements - Audited Financial Statements for the two most recent fiscal years. The statements must include a balance sheet, income statement and a statement of changes in financial position. Statements must be

- complete with opinions, notes, and management letters. If no audited statements are available, explain why and submit un-audited financial statements.
2. Budget Narrative (maximum ten pages) - To submit a responsive proposal **THE BIDDER SHALL** include a narrative that explains and details the anticipated resultant contract costs.
  3. Cost Proposal -
    - a) Hourly Rates - The contract between the resultant contractor and the Department may include payment provisions wherein the resultant contractor will be compensated at an hourly rate for actual services performed, determined by level of employee. To submit a responsive proposal, **THE BIDDER SHALL** identify all proposed personnel with a corresponding all-inclusive hourly rates of compensation and an estimate of hours to be expended on this project.
    - b) Deliverables - The contract between the resultant contractor and the Department may include payment provisions wherein the resultant contractor will be compensated for the delivery of and acceptance by the Department of the deliverables identified in this RFP. To submit a responsive proposal, **THE BIDDER SHALL** identify payments for deliverables identified in the Scope of Services. The Department and the resultant contractor will, during contract negotiations, negotiate the submission and acceptance process for deliverables. The Department shall not, however, be obligated to make a payment for a deliverable unless and until it has been submitted to and accepted by the Department.

## SECTION V - PROPOSAL EVALUATION

### A. OVERVIEW OF PROPOSAL EVALUATION

The Department will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. An Evaluation Team has been established to assist the Department in selection of contractors. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting a recommendation to the Commissioner of Social Services. The Commissioner of Social Services will notify the selected bidders as to which consultant organization has been awarded the right to negotiate a contract with the Department for ***RFP Development: Modernization of Client Service Delivery to Include Online Web-based Application, Integrated Document Management System and Integrated Voice Response System.***

The evaluation will be conducted in five phases:

- Phase One:** Evaluation of General Proposal Requirements and Structure, **Phase Two:** Evaluation of the Organizational Capacity and Structure, **Phase Three:** Evaluation of the Scope of Services, **Phase Four:** Evaluation of the Business Proposal, and **Phase Five:** Ranking of the Proposals.

**B. PHASE ONE: EVALUATION OF GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE**

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

1. Submission of Letter of Intent - The Issuing Office must have received, no later than **3:00 p.m. local time on February 8, 2008**, a Letter of Intent from the bidder that meets all of the requirements stated in this RFP.
2. Deadline - Closing Date and Time - The proposal must have been received in hand by the Department before the closing date and time for acceptance of proposals.
3. Delivery Condition - Copies Necessary - The original (clearly marked) and four exact, legible copies of the proposal must be submitted to the specifications outlined herein, in clearly identified sealed envelopes, or sealed boxes, by the deadline.
4. Transmittal Letter - The proposal contains a Transmittal Letter of no more than two pages and indicates that the bidder has experience in client service delivery online web-based application, integrated document management system, and integrated voice response systems development, along with independent price determination.
5. Compliance with Requirements for Proposal Content - Compliance with the requirements for the Proposal Contents as specified in this RFP.

**C. PHASE TWO: EVALUATION OF THE ORGANIZATIONAL CAPACITY AND STRUCTURE**

Only those proposals passing the minimum requirements will be considered in Phase Two. The Department reserves the right to reject any and all proposals.

The quality of the work plan and the project management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the bidder is in responding to the functional and technical requirements outlined in this RFP. The evaluation will consider the background and experience of the organization as reflected in its contracts within the past five years that are relevant to the functions that are described in this RFP.

The Department will evaluate the experience of proposed key personnel, agency and individual resources, and qualifications and affirmative action achievement (as demonstrated on the Workforce Analysis Form) of the bidder and any subcontractors. The Department will determine to what extent the organization and its proposed key personnel have the capacity to work effectively with the Department to successfully develop and implement the Modernization Project.

The Department will also assess the capability of the organization to take on the additional workload that would be generated by the resultant contract and the bidder's financial ability to undertake the contract. References will be checked and may factor into the evaluation score. The Organizational Capacity and Structure section of the proposal will be worth thirty-five percent (35%) of the available points for the entire proposal.

**D. PHASE THREE: EVALUATION OF THE SCOPE OF SERVICES**

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFP, including its organization, appropriateness, completeness, and logic. The evaluation will consider how innovative and creative the bidder is in responding to the functional and technical requirements outlined in this RFP. The Scope of Services section of the proposal will be worth fifty percent (50%) of the available points for the entire proposal.

#### **E. PHASE FOUR: EVALUATION OF THE BUSINESS PROPOSAL**

The Business Proposal will be evaluated only for bidders who achieve a minimum of seventy-five percent (75%) of the total available points in Phases Two and Three.  
The Business Proposal will be worth fifteen percent (15%) of the available points for the entire proposal submission. It will be scored for:

1. Cost comparison (determined by comparing bid price information)
  - a. The hourly rate for each personnel proposed for this project
  - b. The estimated number of hours necessary to complete each of the deliverables identified in this RFP
  - c. The cost for each deliverable identified in the scope of services of this RFP
  - d. An all inclusive fixed-cost for completion of all deliverables identified in the scope of services
2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the Work Plan outlined in the proposal) and
3. Financial strength of the Bidder (determined by examining the audited financial statements).

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

Upon completion of Phases One, Two, Three, and Four it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the proposals, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner of Social Services, at his discretion, reserves the right to approve or reject the recommendations of the Evaluation Team. Bidders are anticipated to be notified of the results of this contract award on or about May 1, 2008.

**SECTION VI - APPENDICES**

## **APPENDIX I - Mandatory Terms and Conditions**

### **MANDATORY TERMS AND CONDITIONS**

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

##### **1.1 PREPARATION EXPENSE**

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

##### **1.2 INSURANCE**

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

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

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

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

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

#### 1.4. PROCUREMENT AND CONTRACTUAL AGREEMENTS

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFP and are mandatory for any resultant contract(s). The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, "contract," refers to any resultant contract to this RFP, although the term, "contract," as used in these terms and conditions does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP. Also, as used in these mandatory terms and conditions, the term, "contractor," refers to any resultant contractor to this RFP, although the term, "contractor," does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP.

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

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

#### **A.        CONTRACT TERM**

**1.        The contract term shall be subject to contract negotiations between the Department and the resultant contractor.**

#### **2.        NOTICES**

Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt will be obtained), or three (3) days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

In case of notice to the contractor:  
To be determined

In case of notice to the Department:  
To be Determined  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106

Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following receipt.

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

## **1. Credits and Rights in Data.**

- (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.
- (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

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

- (a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and
- (b) its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

- 3. Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.
- 4. Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- 5. Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 6. Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.
- 7. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

  - (a) real estate sales or leases;
  - (b) leases for equipment, vehicles or household furnishings;
  - (c) mortgages, loans and working capital loans; and

- (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.

**8. Lobbying.** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

**9. Suspension or Debarment.**

- (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);

- (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;

- (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

- (b) Any change in the above status shall be immediately reported to the Department.

**10. Liaison.** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

**11. Subcontracts.** None of the services to be provided by the contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof

and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document and records, provided for in paragraph 2.11 infra. No subcontract or delegation shall relieve or discharge the contractor from any obligation, provision or liability thereunder.

The contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small, minority and women's businesses in accordance with Conn. Gen. Stat. Section 4a-60.

**12. Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

**13. Indemnification.**

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

the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

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

**15. Compliance with Law and Policy.** Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this

contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

**16. Facility Standards and Licensing Compliance.** The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

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

**18. Delinquent Reports.** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

**19. Record Keeping and Access.** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

**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 provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or

any other situation which may prevent the Contractor from meeting its obligations under the contract.

- (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

## **C. ALTERATIONS, CANCELLATION AND TERMINATION**

### **1. Contract Revisions and Amendments.**

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

### **2. Contract Reduction.**

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

receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

### **3. Default by the Contractor.**

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
  - (1) withhold payments until the default is resolved to the satisfaction of the Department;
  - (2) temporarily or permanently discontinue services under the contract;
  - (3) require that unexpended funds be returned to the Department;
  - (4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
  - (5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
  - (6) terminate this contract;
  - (7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
  - (8) any combination of the above actions.
- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such

meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

- (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

**4. Non-enforcement Not to Constitute Waiver.** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

**5. Cancellation and Recoupment.**

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
  - (d) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.
- 6. Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
- 7. Transition after Termination or Expiration of Contract.** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.
- 8. Program Cancellation.** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
- 9. Mergers and Acquisitions.**

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

#### **D. STATUTORY AND REGULATORY COMPLIANCE**

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance “with all applicable federal and state law regarding confidentiality, which includes but is not limited to (“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; *and*
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*

- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Business Associate” shall mean the Contractor.
  - (2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (4) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (10) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
  - (11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - (12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
  - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
  - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
  - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
  - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- (j) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
  - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work

cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.

**5. Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:

- (a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Connecticut General Statutes;
  - (4) the Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Connecticut General Statutes.
- (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes provided, if such Contractor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission;
  - (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;

- (5) the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:
  - (1) who are active in the daily affairs of the enterprise;
  - (2) who have the power to direct the management and policies of the enterprise; and
  - (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 49-60g.
- (c) For the purposes of this section, “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved

in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- 7. Government Function; Freedom of Information.** If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. § 1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.
- 8. Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- 9. Campaign Contribution Restrictions.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

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

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

compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

## **11. Executive Orders.**

- (a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- (b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:
- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;
  - (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
  - (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;

- (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;
  - (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
  - (2) For purposes of this Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not

limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

- (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

## **12. CHANGE ORDER PROCESS**

The Department may, at any time, with written notice to the contractor, make changes within the general scope of the contract. Such changes may include activities required by new or amended Federal or State laws or regulations or quality related projects that are identified following the execution of the contract. The Department may reimburse the contractor for any activities required by new or amended State or Federal laws or regulations not mentioned in the Scope of Work or for any other changes outside the Scope of Work defined in the contract which the Department deems necessary.

The written Change Order issued by the Department shall specify whether the change is to be made on a certain date or placed into effect only after approval of the contractor's fee or cost proposal as described in the following paragraph. No changes in scope are to be conducted except by the express written approval of the Department's Contract Administrator.

As soon as possible after receipt of a written Change Order request, but in no event more than five (5) business days thereafter, the contractor shall provide the Department with a written statement that the change has a cost neutral effect on the Department, or that there is a cost impact, in which case the statement shall include a description of the cost involved in implementing the change.

Significant Change Order work may require authorization from the State of Connecticut Office of Policy and Management in order to amend the contract to allocate additional funds to this project.

Appendix IX

Appendix II - Procurement and Contractual Agreements Signatory Acceptance

**Statement of Acceptance**

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

Acceptance Statement

On behalf of \_\_\_\_\_ I,  
\_\_\_\_\_ agree to accept the Mandatory Terms and  
Conditions as set forth in the Department of Social Services' Consultant for Web-based  
Online Application Request for Proposals.

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Appendix IX

Appendix III - Workforce Analysis Form

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

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

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

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

Appendix IX

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?

Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Implementation \_\_\_\_\_

If the answer is "No," explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

Explanation:

3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

Explanation:

---

Contractor's Authorized Signature

---

Date

[WFA 5/93]

## Appendix IX

### Appendix IV - Notification to Bidders Form

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by §4a-60 of the Connecticut General Statutes, and when the awarding agency is the State, §46a-71(d) of the Connecticut General Statutes. Contract Compliance Regulations codified at §4a-60 et. seq. of the Regulations of the Connecticut State agencies establish a procedure for the awarding of all contracts covered by §4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in §4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of §32-9n.” “Minority” groups are defined in §32-9n of the Connecticut General Statutes as “(1) Black Americans, (2) Hispanic Americans, (3) Women, (4) Asian Pacific Americans and Pacific Islanders, or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of §4-114a (10) of the Contract Compliance Regulations.

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

1. The bidder’s success in implementing an affirmative action plan
2. The bidder’s success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Regulations of Connecticut State agencies, inclusive
3. The bidder’s promise to develop and implement an affirmative action plan
4. The bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market
5. The bidder’s promise to set aside a portion of the contract for legitimate minority businesses. See §4-114a3 (10) of the Contract Compliance Regulations

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On Behalf of: \_\_\_\_\_

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

## Appendix IX

### Appendix V - Smoking Policy

#### Connecticut General Statutes

Sec. 31-40q. Smoking in the workplace: Definitions, employers to establish nonsmoking areas, exemptions.

- a) As used in this section:
- ii. “Person” means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
  - iii. “Employer” means a person engaged in business that has employees, including the state and any political subdivision thereof.
  - iv. “Employee” means any person engaged in service to an employer in the business of his employer.
  - v. “Business facility” means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
  - vi. “Smoking” means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

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

History: P.A. 87-149 amended Subsec. (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsec. (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsec. (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsec. (a) To redefine “person” to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsec. (b):

Cited. 224C. 666, 674.

Appendix VI - Certification Regarding Lobbying

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

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

1. No Federally-appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member or Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who receives such monies under a Federal contract, grant, loan or cooperative agreement that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

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

\_\_\_\_\_  
Date



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to 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; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

### 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 on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

### 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 an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor 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) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "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 the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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.

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(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(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(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:



Appendix XI



**STATE OF CONNECTICUT  
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a State contract 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)  
**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 vendor 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 vendor 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), 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 Vendor	<b>Signature of Chief Official or Individual</b>	<b>Date</b>
	Printed Name (of above)	Awarding

State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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



## Appendix XI

### Appendix X - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

#### SEEC FORM 11

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

#### Campaign Contribution and Solicitation Ban

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

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

#### Duty to Inform

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

#### Penalties for Violations

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

#### Civil penalties

\$2,000.00 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 \$2,000.00 or twice the amount of the prohibited contributions made by their principals.

Appendix XI

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 five years, or \$5,000.00 in fines, or both.

Contract Consequences

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

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

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

Receipt acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

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

**RESOLUTION**

I, (*Name of Secretary or Clerk*), \_\_\_\_\_, of **Contractor**, a Connecticut corporation (the “Contractor”), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the (*Name of Governing Body*) \_\_\_\_\_ of the Contractor duly held and convened on (*Date of Meeting*) \_\_\_\_\_, at which meeting a duly constituted quorum of the (*Name of Governing Body*) \_\_\_\_\_ was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect:

RESOLVED that the *Title of Signatory*, ***Name of Signatory***, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Social Services of the State of Connecticut for a *Name of Program* and to affix the corporate seal.

RESOLVED that **Contractor** hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

L. S.

\_\_\_\_\_  
(*Signature of Secretary or Clerk*)