

STATE OF CONNECTICUT
Department of Social Services

Request for Applications

03202007_YVP_RFA
Youth Violence Prevention RFA
ADDENDUM # 1

The State of Connecticut Department of Social Services is issuing the following addendum to the Youth Violence Prevention RFA.

This addendum includes the Department's official response to the following question submitted by a potential applicant:

1. We are wondering if we can apply for half of the money (\$40,000) or is it an "all or nothing" financial obligation?

RESPONSE: Part I, Section 4, on page 5 of the of the Request for Applications clearly indicates that the Department intends to negotiate one contract as the result of this competitive procurement process in the amount of \$80,000.00 per year for three consecutive years. Applications cannot deviate from the indicated amount of funding.

Date Issued: April 9, 2007

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Approved _____

Charles F. Anderson
State of Connecticut
Department of Social Services
(Original Signature on Document in Procurement File)

**STATE OF CONNECTICUT
Department of Social Services**

Request for Applications

The Department of Social Services (Department) is requesting applications from municipalities or nonprofit organizations in the State of Connecticut that could, if funding were made available, develop and operate an ethnically and culturally competent and inclusive program to prevent youth violence for youths nine (9) through seventeen (17) years of age. Completed applications must be received by the Department no later than **3:00 P.M. Local Time on Friday, April 20, 2007**. Applications received after that date and time may be accepted by the Department as a clerical function but will not be opened and evaluated. **ALL APPLICATIONS MUST BE IN SEALED ENVELOPES CLEARLY MARKED "Youth Violence Prevention RFA"**.

To download the Request for Applications, 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 or contact:

Charles F. Anderson
State of Connecticut
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5820 (phone)
(860) 424-5800 (fax)
charles.anderson@ct.gov (e-mail)

The Department is an Affirmative Action/Equal Opportunity Employer. Deaf and Hearing Impaired Individuals may use a TDY by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the DSS Contract Administration Office at (860) 424-5820.

The Department reserves the right to reject any and all applications or cancel this Request for Applications at any time if it is deemed in the best interest of the State.

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Part I - OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES AND PROJECT

Section 1 Department Overview

The Department of Social Services (the “Department” or “DSS”) is a state agency that provides a broad range of programs and services to low-income, elderly and disabled families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. It administers over 90 legislatively authorized programs and one-third of the state budget. By statute, the Department is the state agency responsible for administering a number of programs that are governed by both federal and state legislation. The programs administered by the Department include Food Stamps, Temporary Assistance to Needy Families, Medicaid and State-Administered General Assistance (“SAGA”).

The agency is led by a Commissioner, and there are two Deputy Commissioners, one for Programs and one for Administration. There are three regional administrators responsible for each of the three DSS service regions.

Three entities are attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing Impaired, the Board of Education Services for the Blind, and the Child Day Care Council.

Section 2 Statement of Purpose

The purpose of this Request for Applications is to solicit applications from municipalities or nonprofit organizations within such municipalities in the State of Connecticut that would utilize one-time, three year funding from the Department to develop and operate an ethnically and culturally competent and inclusive program to prevent youth violence for youths nine (9) through seventeen (17) years of age.

The Department intends to award one contract to a successful applicant. Funding received through this Request for Applications may only be used by the selected applicant to pay for expenses to develop and/or offer a youth violence prevention program and services that include any or a combination of the following best practices in youth violence prevention: (1) parent and family based strategies, (2) services that link parent and family based strategies with other institutions with which the child is consistently involved including, but not limited to schools, after school centers, community centers, churches, or juvenile detention facilities, (3) social-cognitive strategies, and/or (4) mentoring and life-skills coaching.

Section 3 Project Background

Research has shown that factors that contribute to the causation of youth violence are not only multiple in nature, they are also very complex. These factors include but are not limited to individual characteristics, peer pressure, responses to expectations and issues within the community, family related, environmental, related to physical or emotional health, outcomes of child rearing practices, economic circumstances, and/or situation or happenstance.

A single intervention conducted in isolation is not likely to solve the problem of youth violence. Too many factors contribute to violent behavior to be addressed by one strategy. The most effective programs include several types of interventions and strategies that complement one another. A responsive application to this Request for Applications shall show evidence of a holistic (ecological) approach to youth violence prevention, trained/credentialed direct service staff, able to provide outcome data related to previous or current youth violence prevention activities, multi-cultural related policy/programs within the total organization, evidence of designing and providing successful programs and services for ethnically, culturally, and economically disadvantaged populations, and evidence of involvement of members of the potential client population in program/service planning and policy formulation. The proposed program should operate year-round.

Section 4 Available Funding

The Department intends to award the right to negotiate a contract for the provision of a youth violence prevention program to one successful applicant. The amount of the award shall be \$80,000.00 per year for three years for a total contract amount not to exceed \$240,000.00.

The funds awarded through this process and documented through a contract between the municipality or nonprofit organization and the Department may only be used to pay for direct salaries for youth violence prevention program staff, to purchase youth violence prevention program-related materials, supplies, and consumables, and to pay for related travel by youth violence prevention program staff. Funding may not be used to pay for ongoing organizational expenses, for the purchase of major equipment or for renovations. The budget for any contract resulting through negotiation with the successful applicant must comply with state-wide cost standards as required by the Office of Policy and Management.

Applicants that propose the use of subcontractors must present the same information about the identified subcontractors as the information requested in the RFA for the responding organization. Subcontractors are subject to approval by the Department.

A responsive application must include a narrative that must include: (1) an estimation of the number of clients who would benefit if the Department awarded the applicant organization with the funds requested in the application, (2) a description of how outcomes will be documented and how the program and services will be evaluated, (3) a description of the particular skills of the organization to provide a program based on evidence of best practices in youth violence prevention, and (4) resumes, curriculum vitae or biographies of staff that will have direct responsibility for oversight and service provision.

Part II - CONTENTS OF A RESPONSIVE APPLICATION

Section 1 - THE ORGANIZATION AND PROJECT MANAGEMENT

A. The Organization: To be considered responsive an application must include:

1. The identification and location of the applicant organization (name; address; FEIN number; contact person and contact information including phone, fax and e-mail address);
2. A statement that the applicant is a municipality or municipal sub-unit, such as a Board of Education; or
3. A statement that the applicant is a nonprofit organization located within a municipality in the State of Connecticut; and
4. If applicable, the identification and location of any subcontractors (name; address; FEIN number; contact person and contact information including phone, fax and e-mail address).

B. Project Management: To be considered responsive an application must include:

1. A clear description of the roles and responsibilities of the staff of the applicant organization, including any proposed subcontractors that will implement the project if the funds are awarded;
2. A designation of those staff identified in B1 above that are considered by the applicant to be “key personnel”. For purposes of this RFA “key personnel” are those of the applicant’s and/or subcontractor’s staff that the applicant considers necessary in order to achieve the project’s objectives;
3. A resume, curriculum vitae or biography for each of the designated key personnel;
4. The identification of the position(s) within the applicant’s and/or proposed subcontractor’s organization that would have day-to-day responsibility for project leadership and the key tasks associated with implementation of the project’s activities;
5. If the positions identified in B4 above are filled, a resume, curriculum vitae or biography of the staff person in the position. If the position is vacant, a description of the job responsibilities and the plan to recruit and hire for the position;
6. A detailed description of the approach that will be used to track progress on the project’s tasks and objectives; and
7. Three (3) completed Customer Reference Survey Forms. Instructions and forms can be found in Appendix XI to this application.

C. Narrative Description: To be considered responsive an application must include:

1. Background and Need narrative;
 - a. A description of the target community proposed to be served by the applicant organization. A target community shall be defined as a geographically located residential

area or group of people that are identified as requiring specific interventions or programmatic activities for purposes of creating changes in problematic individual and/or collective behaviors;

b. A description of the problems caused by youth violence in the applicant organization's target community;

c. Supporting documentation regarding the need for a youth violence prevention program in the targeted community including, but not limited to regional statistics and anecdotal information, and an explanation of how your plan will ameliorate the problem of youth violence in that community; and

d. A description of the population to be served in response to this RFA, including, but not limited to, age ranges and whether the program is social-cognitive or mentoring based.

2. Proven Capacity narrative:

a. A description of the capacity of the applicant organization to operate a youth violence prevention program.

3. Work Plan:

a. A detailed work plan that describes project activities, how they will be conducted and a timeline for completion. Include any potential obstacles that should they occur would disrupt the plan.

4. Monitoring and Evaluation narrative:

a. A description detailing how progress and achievement of objectives will be monitored and assessed from inception through implementation, and who will monitor progress;

b. A description of how information will be collected, analyzed, used and reported/disseminated to the Department and other relevant agencies working to prevent or treat youth violence;

c. The timeline(s) for the implementation of the evaluation process; and

d. A description of how the project will be self-sustaining following the expenditure of the initial funds.

Section 2 – PROPOSED USE OF FUNDING

A responsive application must propose a plan that demonstrates how the one-time funding, if awarded, would be used by the applicant organization to develop and/or operate a youth violence prevention program that includes any one or more of the following best practices in youth violence prevention: (1) parent and family based strategies, (2) services that link parent and family based strategies with other institutions with which the child is consistently involved including, but not limited to schools, after school centers, community centers, churches, or juvenile detention facilities, (3) social-cognitive strategies, and/or (4) mentoring and life-skills coaching. The funds awarded through this process and documented through a contract between the municipality or nonprofit organization and the Department may only be

used to pay for direct salaries for program staff, to purchase program-related materials, supplies, and consumables, and to pay for related travel by program staff. Funds may not be used to supplant funds for existing projects, purchase major equipment, subsidize renovations or conduct lobbying activities.

A. Scope of Work:

The purpose of this Request for Applications is to solicit applications from municipalities or nonprofit organizations within such municipalities in the State of Connecticut that would utilize one-time, three year funding from the Department to develop an ethnically and culturally competent and inclusive program to reduce youth violence for youths nine (9) through seventeen (17) years of age. The youth violence prevention program should operate year round.

B. Eligible Applicants:

Applicants must be either a municipality, a municipal sub-unit, e.g., Boards of Education, or a nonprofit organization located within the State of Connecticut. Multiple applications from the same applicant organization will not be accepted.

C. Executive Summary and Subcontractor Commitment: To be considered responsive an application must include an Executive Summary in no more than two (2) pages that:

1. Clearly and concisely sets forth the organization's goals and objectives for participating in this RFA process and the amount of funds being requested up to a maximum of \$240,000.00 (\$80,000.00 per year for three years);
2. Summarizes the proposed use of the funds and describes how the proposed use of funds will result in the development, implementation and/or operation of a youth violence prevention program; and
3. Clearly states that if awarded the one-time funding, the applicant organization would be able to continue to support any recurring expenses that may result from the continued operation of the program beyond the three year term. Following the two page summary a responsive application must include a letter from any proposed subcontractor, stating their intention to work with the applicant organization, along with a description of their role in this project.

D. Financial Information: To be considered responsive an application must:

1. Identify the amount of funds the applicant organization is applying for;
2. Include a proposed three (3) year composite line-item budget, as well as three annual line-item budgets, for the utilization of the requested funds that is in compliance with the state-wide cost standards; and
3. Include audit reports for the past two calendar years prepared by a certified public accounting firm for the applicant.

E. Other Required Forms: To be considered responsive an application:

1. Must include an executed Statement of Acceptance in Appendix II of this RFA – refer to Part III Section 1 and Part III, Section 1.A of this RFA for information pertaining to this requirement;
2. May include the submission of alternate language – refer to Part III, Section 1 and Part III, Section 1.B of this RFA for information;
3. Must include an executed Certification of Lobbying Restrictions - Appendix III - The Applicant 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 of 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;
4. Must include a completed Workforce Analysis – Appendix IV;
5. Must include a signed Notification to Bidders Form – Appendix V – This information must include a summary of the applicant’s affirmative action plan and the applicant’s affirmative action policy statement. Additionally, applicant’s must address in writing the following five (5) factors as appropriate to the applicant’s situation. These factors are:
 - a. Affirmative Action Plan – The applicant’s success in implementing an Affirmative Action Plan;
 - b. Development of an Affirmative Action Plan – The applicant promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place;
 - c. Apprenticeship Program – The applicant’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive;
 - d. EEO-1 Data – 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
 - e. Set-aside for Minority Business – The applicant’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.
6. Smoking Policy – Appendix VI (Signed Statement if applicable) – If the applicant is an employer subject to the provisions of Section 31-40q (Appendix VI) of the Connecticut General Statutes, the applicant agrees to provide the Department a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the applicant is not subject to the provision of Section 31-40q of the Connecticut General Statutes prior to contract approval;
7. Gift Certification – Appendix VII;
8. Prohibition on Campaign Contributions by Prospective State Contractors – Appendix VIII;
9. Campaign Contribution Certification – Appendix IX;
10. Consulting Agreement Affidavit – Appendix X; and
11. Customer Reference Survey Instructions and Form – Appendix XI.

Part III - THE CONTRACT AND PAYMENT TERMS

Section 1 – THE CONTRACT

The contract type resulting from this application process will be a Purchase of Service (POS). The Mandatory Terms and Conditions for all POS contracts are set forth in Appendix I to this RFA. Any contract developed as a result of this RFA will be subject to State contracting procedures and approval by the Office of the Attorney General. Please note that a contract resulting from this application process is executory and that no financial commitments can be made until and unless the Office of the Attorney General approves the contract. The term of the resulting contract will be three years beginning no sooner than May 1, 2007.

A. Statement of Acceptance

A responsive application must include an executed Statement of Acceptance, Appendix II. The Statement of Acceptance states that the applicant organization accepts, without qualification, all of the mandatory terms and conditions as stated within this RFA including, but not limited to the terms and conditions set forth in Appendix I of this RFA. Any application that fails to comply in any way with this requirement may be disqualified as non-responsive.

B. Alternate Language

After having accepted without qualification the mandatory terms and conditions as specified within this RFA through the execution and inclusion of the Statement of Acceptance, an applicant may suggest alternate language to the terms and conditions set forth in Appendix I. The Department may, at its sole discretion, elect to incorporate the alternate language in any resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

Section 2 – PAYMENT TERMS

The contract between the successful applicant and the Department will include payment provisions wherein the resultant contractor will be compensated up to a maximum of \$80,000.00 per twelve-month period for a total of \$240,000.00 for the full thirty-six month contract term. Payment will be made to the successful applicant in accordance with contractual provisions that correspond to the proposed utilization of the funds.

PART IV - OVERVIEW OF THE PROCUREMENT PROCESS

A. Issuing Office and Contract Administration

The Connecticut Department of Social Services is issuing this Request for Applications (RFA), through its Office of Contract Administration. This office is the only contact in the State of Connecticut (State) for this competitive bidding process. All questions must be addressed to the Contract Administrator in writing by, fax, or e-mail. The address of the issuing office is as follows:

Charles F. Anderson, Public Assistance Consultant
Department of Social Services
Contract Procurement, 9th Floor
25 Sigourney Street Hartford, CT 06106
Phone: (860) 424-5820 Fax: (860) 424-5800
e-mail: charles.anderson@ct.gov

B. Application Schedule

Milestones	Ending Dates
RFA Released	March 20, 2007
Letter of Intent	April 2, 2007
Applicant Questions Due	April 2, 2007
Department's Responses to Questions (tentative)	April 9, 2007
Applications Due by 3:00 PM Local Time	April 20, 2007
Successful Applicant Announced on or About	May 11, 2007

C. Letter of Intent

Interested applicants **ARE REQUIRED** to submit a letter of intent **by 3:00 PM Local Time on Monday, April 2, 2007** to the Issuing Office to advise the Department of their intention to present a response to this RFA. The Letter of Intent should clearly identify the applicant organization and state the amount of the funds requested by the applicant in their RFA response and the targeted community to be served. Failure to submit a Letter of Intent as described will disqualify an applicant.

NOTE WELL: The Letter of Intent may be faxed or e-mailed to the Issuing Office to meet this deadline.

D. Applicant Questions

The Department will accept written questions submitted **by 3:00 PM Local Time on Monday, April 2, 2007**. Written questions may be sent via e-mail or facsimile to meet this deadline. The Department will only respond to those questions submitted in writing by the stated deadline. Submit questions to the Issuing Office. The Department's official responses to all questions will be posted as an official amendment to the RFA that will be posted with the RFA on the State's Procurement/Contracting Portal on or about **April 9, 2007**. It is the Applicant's responsibility to access the State's Procurement Contracting Portal to obtain any amendment to or official announcements pertaining to this RFA.

E. Response Date and Time

Applications must be received by the Issuing Office (see Part IV-A), at the Department of Social Services, **by 3:00 PM Local Time on Friday, April 20, 2007**, in order to be considered for selection. A postmark date will not be considered as the basis for meeting any submission deadline. The Department reserves the right to reject any applicant's response that is received after the deadline. Receipt of an application after the closing date and time as stated herein shall not be construed as acceptance of the application, since the actual receipt of the document is a clerical function. If delivery of the application is made by courier or in

person, the Department suggests that the applicant allow enough additional time for the courier or person to pass through the security station and notify the Department representative who will be accepting the delivery of the bid package. If delivery of the application is not made by the courier or in person, the Department suggests that the applicant use Certified or Registered mail. All communications must be addressed to the Issuing Office.

F. Application Preparation Expenses

The State of Connecticut and the Department assume no liability for payment of expenses incurred by Applicants in preparing and submitting applications in response to this procurement. The Department is not liable for any cost incurred by the Applicant prior to the effective date of a contract.

G. Evaluation and Selection

It is the intent of the Department of Social Services to conduct a comprehensive, fair and impartial evaluation of applications received in response to this procurement. Only applications found to be responsive to the RFA will be evaluated and scored.

H. Contract Execution

The individual contract entered into between the Department and the successful Applicant will be subject to State contracting procedures that include approval by the Office of the Attorney General. Please note that the resultant contract is executory and that no financial commitments can be made until and unless the Attorney General approves the contract.

I. Applicant Debriefing

The State will notify all Applicants of any award(s) issued as a result of this RFA. Unsuccessful Applicants may, within thirty (30) days of the signing of the resultant contract, request a meeting for debriefing and discussion of their application by contacting the issuing office in writing at the address previously given.

NOTE WELL: Debriefing sessions will not include any comparisons of unsuccessful applications with other applications.

J. Freedom of Information:

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

It will not be sufficient for applicants to merely state generally that the application 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. Those particular pages or sections that an applicant believes to be

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 applicant 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 application may not be exempt from release. Between the applicant and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

K. Affirmative Action

Regulations of Connecticut State Agencies Section 46a68j-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 Regulations of Connecticut State Agencies, 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, minority and women's businesses in accordance with Section 4a-60 of the Connecticut General Statutes.

L. Rights Reserved

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

1. Cancel the procurement at any time prior to contract execution;
2. Amend this solicitation at any time prior to contract execution;
3. Refuse to accept, or return accepted applications that do not comply with solicitation requirements;
4. Reject any application that is received after the deadline;
5. Require applicants, at their expense, to submit written clarification of applications in a manner or format that the Department may require;
6. Require that all applications submitted in response to this solicitation, upon receipt by the Department, become the property of the State of Connecticut;
7. Invite applicants, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of applicants invited to make such a presentation. The oral presentation shall only be permitted for purpose of application clarification and not to allow changes to be made to the application;
8. Allow no additions or changes to the original application after the due date specified herein, except as may be authorized by the Department;
9. Dispose of all applications and documents from applicants not selected to negotiate a contract with the Department;
10. Award in part or reject any and all applications in whole or in part and waive technical defects, administrative deficiencies, irregularities and omissions, if in its judgment the best interests of the Department will be served;
11. Reject the application of any Applicant in default of any prior contract or for misrepresentation of material presented;
12. Reject any and all applications, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State;

13. Contract for all or any portion of the scope of work contained within this RFA if it is determined that contracting for a portion of the work will best meet the needs of the State; or
14. Award this contract to the Applicant whose application is most advantageous in meeting the needs of the Department, cost and all factors considered.

M. Applicant Assurances and Acceptances: Through the submission of an application in response to this RFA the Applicant certifies that:

1. **Independent Application:** no attempt has been made or will be made by the applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition; and that the Applicant had no knowledge of the specific RFA contents prior to actual receipt of the RFA and had no part in the RFA development;
2. **Valid and Binding Offer:** the application represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto;
3. **Press Releases:** the applicant shall obtain prior written consent and approval from the Department for press releases that relate in any manner to this RFA or any resulting contract;
4. **Restrictions on Communications with DSS Staff:** from the date of release of this RFA until the Department makes an award the applicant shall not communicate with Department staff on matters relating to this RFA except as provided herein through the Issuing Office. Any other communication concerning this RFA with any of the Departments' staff may, at the discretion of the Department, result in disqualification of that application;
5. **Acceptance of the Department's Rights Reserved:** The applicant accepts the rights reserved by the Department as set forth herein Part IV Section L; and
6. **Compliance with State-wide Cost Accounting Standards:** the applicant's proposed budget complies with the Office of Policy and Management (OPM) policy for state-wide cost accounting standards. To access the policy click on the link to the POS cost standards on the OPM home page at www.opm.state.ct.us.

N. Application Submission Format

1. Applications must be submitted in a loose leaf or spiral bound notebook with the official name of the organization appearing on the outside front cover of each binder and on each page of the application. A tab sheet keyed to a table of contents must separate each section of the application.
2. Copies Necessary – One (1) original hard-copy of the application, four (4) exact hard copies and one (1) exact electronic copy (CD-Rom or disk in Microsoft Word©) must be submitted in a sealed envelope properly marked with “Youth Violence Prevention RFA” and received by the Issuing Office by the response date and time specified on the front cover of this RFA.
3. Table of Contents - Each application must incorporate a table of contents.

4. Page Numbers - Each page of the application must be numbered consecutively from the beginning of the application through all appended materials.
5. Page Format - The standard page format to be used throughout the application is as follows:
 - a. Text shall be single-sided on 8 1/2" x 11" paper in "portrait" orientation.
 - b. Text shall be double-spaced
 - c. Font shall be a minimum of twelve (12) point
 - d. The binding edge margin of all pages shall be a minimum of 1 1/2 "
6. Page limit – The Application is limited to 25 pages, with the exception of mandatory forms. Applicants are advised to adhere strictly to the limits. The Department will not consider information that extends the page limits.

PART V – APPLICATION EVALUATION

A. Evaluation of Applications

DSS will conduct a comprehensive, fair and impartial evaluation of applications received in response to this procurement effort.

B. Evaluation Process

An evaluation instrument will be developed specifically to facilitate the scoring of applications submitted in response to this RFA. An Evaluation Team will be established to review and score all applications that meet the minimum submission requirements. The Evaluation Team reserves the right to interview the finalists. After the Evaluation Team has scored the applications, the points awarded will be totaled to determine the ranking. Recommendations and applicant rankings, along with pertinent supporting materials, will then be conveyed to the Commissioner of DSS.

**APPENDIX I
MANDATORY TERMS AND CONDITIONS**

Section 1 General RFA Application Provisions:

1.1 APPLICATION PREPARATION EXPENSE

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

1.2 INSURANCE

By submission of an application the applicant 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 an application the applicant certifies the applicant 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 RFA 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 RFA, 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 RFA. Also, as used in these mandatory terms and conditions, the term, "contractor," refers to any resultant contractor to this RFA, although the term, "contractor," does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFA.

Section 2 **General Contract Provisions:**

II. MANDATORY TERMS AND CONDITIONS:

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

A. Client-Related Safeguards

1. **Inspection of Work Performed:** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.

2. **Safeguarding Client Information:** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.

3. **Reporting of Client Abuse or Neglect:** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. 17a-101 through 103, 19a-216, 46b-120 related to children; C.G.S. 46a-11b relative to persons with mental retardation and C.G.S. 17b-407 relative to elderly persons.

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. **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.
4. **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.
5. **Related Party Transactions:** The Contractor shall report all related party transactions, as defined in this Section, to the Department on an annual basis in the appropriate fiscal report as specified in Part II 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 exercise influence or control,

directly or indirectly. "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.

6. **Insurance:** The Contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this 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 for malpractice. Certificates of such insurance shall be filed with the Department before the performance of services.
7. **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.
8. **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.
9. **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.
10. **Workforce Analysis:** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
11. **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.

12. **Litigation:** 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.

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.

13. **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.

C. **Statutory and Regulatory Compliance**

1. **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 that the Department has responsibility to promulgate or enforce.
2. **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.
3. **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.
4. **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) is 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 reported to the Department immediately.

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 Conn. Gen. Stat.:

- a. The Contractor agrees:
- (1) 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) 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) 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 Conn. Gen. Stat.;
 - (4) 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 Conn. Gen. Stat.

- 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 Conn. Gen. Stat. 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. **Executive Orders Nos. 3, 17, 16 & 7C:**

- a. This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, 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. Three 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. Three, and that it will not discriminate in its 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. This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, 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. Seventeen 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.

- c. This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended²³ by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that
- (a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
 - (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocketknife), 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.
 - (c) The 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.
 - (d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.
 - (e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.
- d. This Contract is subject to **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:
- (a.) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the 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 no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
 - (1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

(2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b.) For the 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.

(c.) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes 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.

7. **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. § 32-9n; and "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.
- c. 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.

8. **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 USCS §§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 Sec. 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.
9. **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 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.
10. **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.
11. **Non-smoking:** If the Contractor is an employer subject to the provisions of §31-40q of the Conn. Gen. Stat., 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 Conn. Gen. Stat. must be received before contract approval by the Department.
12. **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. Sec. 1-200(11), as amended by Pubic Act 01-169, 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.

D. Miscellaneous Provisions

1. **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.
2. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the law 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.
3. **Subcontracts:** For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in PART I of this contract. Notwithstanding the execution of this contract before a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred before identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in PART I of this contract. Identification of a subcontractor or budget costs for such subcontractor shall be deemed a technical amendment if consistent with the description of each contained in PART I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.
4. **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 before 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 as required by Section II.D.3 above. 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.
5. **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 \$2,500. 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.

6. **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.
7. **Settlement of Disputes and Claims Commission:**
 1. 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.
 2. Claims Commission. 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.

E. **Revisions, Reductions, Default and Cancellation**

1. **Contract Revisions and Amendments:**
 - a. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part II of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services and to any other contract revisions determined material by the Department.
 - b. 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. Any proposal deemed material shall be executed pursuant to (a) of this section. The Department may accept any proposal as a technical amendment and notify the Contractor in writing of the same. A technical amendment shall be effective on the date approved by the Department, unless expressly stated otherwise.
 - 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 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 thirty (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 sub-contract 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 Part II Section A.3 of this agreement or has not met requirements as specified in clause 8, 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 specified on page 1 of this agreement, 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 either party terminates the contract. 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. **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.
7. **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.

Appendix II
PROCUREMENT AND CONTRACTUAL AGREEMENTS

Statement of Acceptance

The terms and conditions contained in this Request for Applications 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' **“Youth Violence Prevention Request for Applications”**.

Signature

Title

Date

APPENDIX III

CERTIFICATION REGARDING LOBBYING

Contractor: _____

Period: _____

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signature

Typed Name & Title

Firm/Organization

Date

APPENDIX IV

WORKFORCE ANALYSIS FORM

Contractor Name: _____ Total number of CT employees:

Address: _____ Full-time _____ Part-time _____

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

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

WORKFORCE ANALYSIS FORM (cont'd)

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

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

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

3. According to EEO-1 data, is the composition of your work force at or near parity
when compared with the racial and sexual composition of the work force in the relevant
labor market area? Yes _____ No _____ Explanation:

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

Contractor's Authorized Signature

Date

[WFA 5/93]

APPENDIX V - NOTIFICATION TO BIDDERS

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

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

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

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

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

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

Signature

Date

On Behalf of: _____

Organization Name _____ Address _____

APPENDIX VI - SMOKING POLICY

Connecticut General Statutes

Sec. 31-40q. Smoking in the workplace: Definitions; employers to establish nonsmoking areas; exemptions. (a) As used in this section:

- (1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.
- (2) "Employer" means a person engaged in business that has employees, including the state and any political subdivision thereof.
- (3) "Employee" means any person engaged in service to an employer in the business of his employer.
- (4) "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
- (5) "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

(b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.

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

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

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

Cited. 24C. 666,672-674.

Subsec. (b):
Cited. 224C. 666, 674.

**APPENDIX VII
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines
Gift Certification**

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
<u>Date of Gift</u>			

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

Signature
Sworn and subscribed before me on this _____ day of _____, 200____

Date

Commissioner of the Superior Court
Notary Public

APPENDIX VIII

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

PROHIBITION ON CAMPAIGN CONTRIBUTIONS BY PROSPECTIVE STATE CONTRACTORS

Pursuant to Public Act 05-05 of the October 25, Special Session, as amended by Public Act 06-137, effective on December 31, 2006, "principals" of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions.

For purposes of this prohibition, a "prospective state contractor" includes the organization submitting an application in response to this RFA. Effective December 31, 2006, the "principals" of a prospective state contractor are prohibited from making and soliciting contributions to, or for the benefit of, any candidate for statewide office, the General Assembly, or any political committee authorized to make contributions to any such candidate, or any party committee. This prohibition remains in effect throughout the entire term of the resulting contract for the organization awarded the contract through this RFA. For those prospective state contractors who are not awarded a state contract as a result of this RFA, the prohibition terminates upon receipt of notice that the resulting contract has been awarded to a different organization.

**APPENDIX IX
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines**

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>
<u>Contribution Description</u>			

List information here

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

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

APPENDIX X
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines
Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature
Sworn and subscribed before me on this _____ day of _____, 200____

Date

Commissioner of the Superior Court
Notary Public

THE REMAINING SURVEY SECTIONS MUST BE COMPLETED INDEPENDENTLY BY THE CUSTOMER. PLEASE DO NOT USE SUBSIDIARIES OR ANY OTHER ENTITY WITHIN YOUR COMPANY AS A CUSTOMER REFERENCE.

SECTION TWO: PERFORMANCE RATING (This section MUST be completed by the Customer ONLY)

PLEASE READ THESE IMPORTANT INSTRUCTIONS

This Customer Reference Survey Form provides a rating of the bidder relative to their performance for the project identified in Section One above. The rating is to be confidential and will be used by the State of Connecticut to determine service qualifications for the bidder who uses your State/agency as a customer reference.

Rate the bidder on a scale of “Would Not Rehire” (lowest) to “Outstanding” (highest), for each question by circling the appropriate rating for the performance that was provided by the bidder for the project as described above in Section One.

All questions MUST be answered. An incomplete or unanswered question, including a Not Applicable (N/A) response will result in the bidder receiving a zero (0) score for that particular question(s).

1. How would you rate the bidder's attention to customer service? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments: _____

2. How would you rate the bidder's performance on your specific project, relative to understanding your business practices and standards? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

3. How would you rate the bidder's performance in the use of advanced technology and commitment (adherence) to your IT architecture standards and practices on your specific project? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

4. How would you rate the bidder's performance on the services and deliverables required for your specific project? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

5. How would you rate the bidder's estimating and actual performance on the budgeting aspects of your specific project? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

6. How would you rate the bidder's management and use of Customer Service Requests (CSR's) in performance of project requirements (e.g. did the bidder make judicious use of CSR's to perform system modifications)? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

7. How would you rate the bidder's estimating and actual performance on the scheduling aspects of your specific project?

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

8. How would you rate the bidder's performance on providing adequate staffing, including the education and certification attributes, and other resources needed for your project?

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

9. How would you rate the bidder's overall performance on your specific project?

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

SECTION THREE CUSTOMER VERIFICATION (This section MUST be completed by the Customer ONLY)

This section is to verify the individual completing the survey. The State of Connecticut may verify accuracy of all data associated with the Customer Reference Survey Forms. If the State of Connecticut determines that any of the data has been falsified, the State of Connecticut may at its discretion immediately disqualify the bidder and also place the bidder on temporary suspension from doing business with the Commonwealth.

- The individual completing the Customer Reference Survey Form MUST sign the completed survey with an ORIGINAL SIGNATURE. It is assumed this person represents the State/agency and is knowledgeable about the project identified on the first page of this form.
- In order to maintain confidentiality of the completed Customer Reference Survey Forms, the individual completing the Customer Reference Survey Form MUST return it to the bidder in a sealed envelope with their signature across the seal.

Customer's State/Agency:

Customer's Name (person providing reference):

Title:

Telephone Number:

Do you agree with the Project Name, Dates, and Description as provided by the bidder in Section One: Project Profile? Is the information provided in Section One accurate?

(circle one) YES NO

If No, please provide edits or comments on discrepancies below:

Signature_____

Date:_____

PLEASE SIGN WITH AN ORIGINAL SIGNATURE, PLACE IN A TIGHTLY SEALED ENVELOPE, AND SIGN ACROSS THE SEAL TO ENSURE CONFIDENTIALITY. FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF THIS BIDDER.