

## STATE OF CONNECTICUT DEPARTMENT OF REHABILITATION SERVICES

#### Addendum 1

# Pre-Employment Pilot Project Request for Applications (PPP RFA) 2014

The State of Connecticut, Department of Rehabilitation Services is issuing Addendum 1 to the Pre-Employment Pilot Project Request for Applications. All requirements of the original RFA except those requirements specifically changed by this addendum shall remain in effect. In the event of any inconsistency between information provided in the RFA and information in this addendum, the information in this addendum shall prevail.

## Addendum 1 contains Responses to Questions.

1. **Question:** Would you please clarify that, for the Pre-Employment Pilot, applying agencies must be a Center for Independent Living or be integrated with a CIL? Agencies which are not CIL's are not eligible to apply, correct?

<u>Response</u>: Agencies that are not CILs are not eligible to apply for the Pre-Employment Pilot Project RFA.

2. **Question:** General Questions: The RFA doesn't specify whether the Director of Vocational Services is required to be full time. Is there such a requirement?

<u>Response</u>: The only requirement is that the Director of Vocational Services be employed by the organization.

3. **Question**: Are per diem employees considered sub-contractors?

<u>Response</u>: Per the RFA, per diem employees are considered subcontractors. <u>Applicant Use of Subcontractors</u>

Subcontractors may not be used to provide administrative oversight or to fill the role of Director of Vocational Services in this project. The use of per diem employees for direct service provision will be considered acceptable, however,

the responsibility for the project and services provided to consumers are the sole responsibility of the Applicant

4. **Question:** Procurement Notice: Section C, Page 7 - Regarding the numbers of consumers: Is the requirement to increase the numbers of consumers with pre-vocational, vocational and school-to-work transition goals, a non-duplicated count of consumers?

Response: Yes.

5. Question: The numbers totaling 100 consumers in this section contradicts the questions asked in Appendix A, Phase II, B.2, "minimum numbers to be served over 2 years - 25." The expected outcomes are clearly stated in Section C, Phase III, but subsequent sections in Appendix A, Phase II, B.2 and Section C, Phase VI of the Procurement Notice, which references proposed outcomes, are contradictory. Is the applicant proposing the numbers of consumers to be served? If not, how many non-duplicated consumers are required to be served under this RFA?

<u>Response</u>: In this project, the proposed total number of consumers to be served over the 2 year period is <u>25</u>. A minimum of 10 consumers in Year 1 and 15 consumers in Year 2. In addition, the pre-employment services will result in the following outcomes:

- 1. Increase the number of consumers who have pre-vocational goals by 50%
- 2. Increase the number of consumers who have vocational goals by 25%
- 3. Increase the number of consumers who have school-to-work transition goals by 25%
- 6. **Question**: Appendix, Phase II, Section A.1: Since this is a new project for us, we don't have names and resumes of the manager and staff that will be serving in the PPP project. Are job descriptions sufficient to meet this section?

Response: Yes, job descriptions are sufficient.

7. Question: Appendix, Phase III, Section A.2 b, c & d: Again, is the requirement to serve 100 consumers over 2 years or are we expected to demonstrate/report a percentage increase which may not equal 100 consumers?

Response: Please see response in Question #5.

8. **Question:** Budget Questions: Is there a maximum amount of funding available for this RFA?

Response: Yes. A total of \$261,000 is available for this RFA.

9. <u>Question</u>: During the 2 year project period, if a CIL becomes an approved CRP, may the CIL begin invoicing BRS for authorized CRP related services for individual consumers in addition to continuing to receive funding under this RFA?

<u>Response</u>: The CIL may begin invoicing BRS only if the number of consumers being served exceeds the number of consumers proposed in this RFA. Payment can only be made under a separate contract apart from the PPP contract.

- 10. <u>Question</u>: What is the planned payment schedule for this RFA? Most importantly, will there be an initial "start-up" payment upon signing the contract and then subsequent retrospective payments, OR will all payments be retrospective?
  <u>Response</u>: Payments will be retrospective, based on the submission of deliverables. Deliverable and payment schedules will be negotiated based on RFA responses.
- 11. <u>Question</u>: <u>Criteria for CRPs CRP Options</u>: Section I, B Option II: This section states that the Vocational Services Director assumes a dual role for oversight of the services to BRS consumers as well as for all administrative oversight of the organization. In effect, the Vocational Services Director would oversee the Executive Director. Is that correct?

Response: The Executive Director (Ex D) and the Vocational Services
Director are one in the same for this Option. Typically in this option, the Ex
D oversees all operations, including, but not limited to the VR
Operations. If the Ex D was planning on being the Director of Vocational
Services, the Ex D would need to be qualified under the qualifying criteria
for the Vocational Director.

12. **Question**: What's the definition of "1000 documented service hours per year?" What documentation is required?

<u>Response</u>: The applicant's resume and/or reference must articulate that the work performed meet the 1000 documented hours of service per year which would include community vocational activities such as job development, job placement, job coaching services to individuals with disabilities that BRS serves.

An example of the calculation of # of documented hours would be the following: if the applicant worked 25 hours per week (25x5) for 52 weeks in a year performing these vocational services, the total # of documented hours would be 6500. The applicant would have met the minimum of 1000 documented

hours of service per year and would either need this experience to be completed at a 2 year period (with a CRC) or a Bachelor's degree and 5 year period, depending on which criteria is being used.

13. **Question**: Shouldn't the service area per the attachment be eastern CT not northwest?

Response: Use this map to find the right Center for Independent Living for you.



- 1. **Stratford** <u>Disability Resource Center of</u> <u>Fairfield County</u>
- 2. West Haven Center for Disability Rights
- 3. Hartford Independence Unlimited
- 4. **Norwich** <u>Disabilities Network of Eastern</u> Connecticut
- 5. Naugatuck Independence Northwest
- 14. **Question**: Can DORS Vocational Rehabilitation management or other state agency or contracted state agency staff be used as any of the 3 references? Can unpaid DNEC Board of Directors members be used as a reference?

<u>Response</u>: DORS VR management cannot be used as a reference. Unpaid Board of Directors members may be used as a reference.

15. **Question**: Must the Director of Vocational Services be a full time employee?

Response: Please see response in Question #2.

16. <u>Question</u>: Re: Organizational chart – it appears that the Director of Vocational Services oversees services to BRS consumers as well as administrative oversight of the agency. This would make sense for a purely vocational services agency. However, DNEC is a Center for Independent Living and provides other services under other contracts. These programs are overseen by the DNEC Executive Director. Therefore, does the Director of Vocational Services oversee the CIL's Executive Director?

Response: Please see response in Question #11.

17. <u>Question</u>: What is the definition and criteria for 1000 documented service hours per year for a CRP Vocational Service Director?

Response: Please see response in Question #12.

18. <u>Question</u>: DNEC is a CRP. We currently bill BRS for fee-for-service consumers. These fees do not cover cost of staff and the program, which limits vocational program expansion. Therefore, can we continue to bill for current and ongoing fee for service BRS consumers while also receiving PPP funds in order to expand services and to develop accountable, measurable goals, outcomes and programs? We are a Ticket to Work provider. May we continue to provide these services and count Ticket to Work consumers in this program?

<u>Response</u>: No, you cannot bill for services for the same consumer under the PPP RFA. The consumers to be served under the PPP RFA are different consumers under TTW program.

19. <u>Question</u>: <u>Table of Contents Section II(C) - Objectives, Activities and Expectations of the Resultant Contractor(s) Phase I: Organizational Structure Requirements</u>:

Staff resumes cannot be provided until staff are hired. Are job descriptions sufficient for the RFA requirements for staff that will need to be hired?

Response: Yes, job descriptions are sufficient.

20. Question: Section II(C) - Objectives, Activities and Expectations of the Resultant Contractor(s) Phase III: Project Timelines and Incremental/Outcome Reporting Requirements:

This section says we are going to: (paraphrasing)

- \* Increase the number of consumers who have pre-vocational goals by 50.
- \* Increase the number of consumers who have vocational goals by 25.
- \* Increase the number of consumers who have school-to-work transition goals by 25. Regarding the statement "Increase the number of consumers", over which time period is this based? Per year or per two year contract?

Response: Please see the response in Question #5.

21. <u>Question</u>: Are these 100 different consumers or 100 different goals? Example: One person could have a school-to-work goal and a few months later the goal could be pre-vocational. Would this count as 1 consumer and we still need 99? Or would this be 2 goals and we still need 98?

Response: Please see the response in Question #5.

22. Question: Appendix A Phase II(B)(2) Applicant Scope and Service Areas:

This section says we will: (paraphrasing)

\* Identify the target populations that will be recruited for participation in this project

- \* Enumerate the total proposed number of consumers to be served from each region
- \* Must serve a minimum of ten consumers in year one and fifteen in year two.

Would these 10 or 15 people from the eastern region be included as part of the 50/25/25 in Phase III? These numbers are totally different and contradict the numbers listed above in Phase III. Please clarify.

Response: Please see the response in Question #5.

23. <u>Question: Phase VII Financial/Budget Requirements</u>: General Questions: Is there maximum funding available for this project? How much?

Response: Yes, please see Response in Question #8.

24. **Question:** With regard to the payment schedule for the RFA, will there be "start up" payment upon signing the contract and then regular payments, or will all funding be retrospective? Are there any conditions to receive payment?

<u>Response</u>: No startup funds are available. Retrospective payments will be made after submission of deliverables. Deliverable and payment schedules will be negotiated based on RFA responses.

Date Issued: June 06, 2014				
Approved:Marcia McDon	ough			
State of Connecticut Department of Social Services (Original signature on document in procurement file)				
This Addendum must be signed and returned v	with your submission.			
Authorized Signer	Name of Company			



# STATE OF CONNECTICUT DEPARTMENT OF REHABILITATION SERVICES PROCUREMENT NOTICE

# Pre-Employment Pilot Project Request for Applications (PPP RFA) 2014

The Department of Rehabilitation Services, hereinafter referred to as the Department, is seeking applications from the Centers for Independent Living (CIL) to:

- Develop and demonstrate a service delivery model for assisting consumers to address barriers that interfere with readiness to pursue competitive employment; and
- Develop a Community Rehabilitation Program embedded within a CIL, capable of providing a defined range of community-based vocational rehabilitation services; or expand an existing Community Rehabilitation Program currently integrated within a CIL.

**Eligibility of the Applicant.** To be considered for the right to negotiate a contract, an Applicant must meet the following requirements:

- In accordance with Section 725 of the Rehabilitation Act and the standards and assurances, be one of the five (5) Connecticut Centers for Independent Living, consumer-controlled, community-based, cross-disability, nonresidential, private, nonprofit agencies designed and operated within local communities by individuals with disabilities; and
- Have an existing contract with the Department, and be current with contract deliverables.

**Qualifications of Applicant.** Applicants must meet all requirements in <u>Appendix A</u>, of the Pre-Employment Pilot Project Application. **This is an electronic submission. Applicants may use the word document, Appendix A, to respond to the requirements in Appendix A.** 

**Objectives of the Applicant/Resultant Contractor.** The Applicant shall provide responses to an array of independent living services requirements to include: information and referral, independent living skills training, peer counseling and individual and system advocacy.

Applicants shall propose their current region. Applicants may propose one or more additional CIL region. Each CIL region proposed must be a separate application submission.

The Resultant Contractor(s) will be expected to provide the services proposed in this application process to the consumer population in its identified region(s), document the services delivered and provide follow-up activities, as appropriate.

The start date to administer the Pre-Employment Pilot Project deliverables is <u>October 1, 2014</u> and end date <u>September 30, 2016</u>.



# STATE OF CONNECTICUT DEPARTMENT OF REHABILITATION SERVICES PROCUREMENT NOTICE

# Pre-Employment Pilot Project Request for Applications (PPP RFA) 2014

The Request for Applications is available in electronic format on the State Contracting Portal at <a href="http://das.ct.gov/Director.aspx?Page=12">http://das.ct.gov/Director.aspx?Page=12</a> or from the Department's Official Contact:

Name: Marcia McDonough, Contract Administration

Address: 25 Sigourney Street, 9<sup>th</sup> Floor, Hartford, CT 06106

Phone: 860-424-5214 Fax: 860-424-5800

E-Mail: <u>Marcia.McDonough@ct.gov</u>

The RFA is also available on the Department of Social Services website at <a href="http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav="http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav="as well as the Department of Rehabilitation Services (DORS) website at <a href="http://www.ct.gov/dors/">http://www.ct.gov/dors/</a>

Persons who are deaf or hard of hearing may contact the Department through the use a TDD by calling 860-424-4839. Questions or requests for information in alternative formats must be directed to the Department's Official Contact at 860-424-5214.

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#### I. GENERAL INFORMATION

## ■ A. INTRODUCTION

- 1. RFA Name. Pre-Employment Pilot Project Request for Application (PPP RFA) 2014
- 2. Qualifications of the Applicant. The Applicant must meet all requirements in **Appendix A** of the Pre-Employment Pilot Project Application.
- 3. Commodity Codes. The services that the Department wishes to procure through this RFA are as follows:

2000: Community and Social Services3000: Educational and Training Services

4. Application Submission Process. This is an electronic submission.

Please refer to Section III, INSTRUCTIONS, A. and B. for detailed submission requirements.

#### ■ B. APPLICATION OUTLINE

This section presents the **required** outline that must be followed when submitting an Application in response to this RFA. Applications must include each of the components listed below, in the order specified:

- 1. A Table of Contents that exactly conforms to and includes each of the required components.
- 2. Appendix A, the Pre-Employment Pilot Project Application\*
- 3. Appendix B, Confirmation of contract name and number in good standing
- 4. Appendix C, Forms:
  - a. Declaration of Confidential Information
  - b. Conflict of Interest Disclosure Statement
  - c. Addendum Acknowledgement
  - d. Certification Regarding Lobbying

\*NOTE: Applicants shall propose its current region. Applicants may propose one or more additional CIL region. Each CIL region proposed must be a separate application submission.

### II. PROGRAM INFORMATION

#### ■ A. DEPARTMENT OVERVIEW

The Department contains thirteen distinct programs, including two Vocational Rehabilitation (VR) programs. The general VR program, situated within the Bureau of Rehabilitation Services (BRS), serves individuals with all types of disability except those with a primary disability of legal blindness. Consumers that are legally blind are served by the state VR program for the Blind, which is housed within the Department's Bureau of Education and Services for the Blind (BESB). Consumers that are legally blind and deaf or hard of hearing are served by either BRS or BESB. This determination is based on the outcome of a Deaf-blind Review Team meeting(s). During this forum representatives from both agencies and the consumer participate to decide which entity will best meet the individuals' specific needs.

The Department provides a broad range of services to persons with disabilities, families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. By statute, the Department is the State agency responsible for administering a number of programs under federal legislation, including the Rehabilitation Act, the Assistive Technology Act and the Social Security Act.

The Department is headed by the Commissioner of the Department of Rehabilitation Services. The Department administers services that are delivered on a statewide basis with central office support located in Hartford.

The Department of Social Services supports DORS with certain administrative tasks and functions.

## **Department Mission**

The Department's mission is to maximize opportunities for people in Connecticut with disabilities to live, learn and work independently.

### **Department Vision**

The Department works to support individuals with disabilities to achieve independence and self-sufficiency.

#### ■ B. PROGRAM OVERVIEW

The Department is seeking applications from the Centers for Independent Living for the **Pre-Employment Pilot Project** to provide work readiness assessment. pre-employment skill development and community-based vocational services to consumers. The overarching project goals are: (1) to develop and demonstrate a service delivery model for assisting consumers to identify and address barriers that impede readiness to pursue competitive employment; and (2) to fully develop a (or expand an existing Community Rehabilitation Program currently embedded within a CIL) Community Rehabilitation Program (CRP) embedded within a CIL that is capable of providing a range of community-based vocational rehabilitation services. By further developing the capacity of CIL's to include the provision of assessment, job coaching, placement and other CRP services to their current menu of core services, CILs will improve upon their ability to meet the needs of consumers. It is proposed that when a CIL's relationship with consumers receiving core Independent Living (IL) services is leveraged with additional capacity in the areas of work readiness assessment, preemployment and employment skills development that improved continuity of consumer services from IL to Vocational Rehabilitation will be achieved. A projected outcome of the project is that this continuity of services will improve/increase consumer engagement on employment-related barriers within the CIL's and ultimately more successful vocational outcomes.

CILs interested in contracting to provide these services will develop and/or utilize existing screening instruments to gauge consumer's readiness to move forward in pursuing competitive employment. When barriers are identified that require pre-employment skills training, the CIL will deliver, document and analyze the effectiveness of tools and techniques to assist consumers. The CIL will also provide consumers with Interview Preparedness services that are appropriate to individual consumer's needs such as resume preparation, interviewing techniques and job networking skill development. Once consumers are identified as ready to pursue competitive employment, CIL's will assist them by providing appropriate community-based vocational rehabilitation services. The approaches, processes, tools, techniques employed and outcomes achieved will be documented and analyzed by the CIL, with recommendations for discontinuing, continuing or expanding the pilot being submitted.

This two year project is being initiated as a result of the 2014-2016 State Plan for Independent Living (SPIL) which includes an emphasis on serving consumers that are deaf and hard of hearing; deaf blind; monolingual Spanish speaking; and/or experience difficulty in accessing community based rehabilitation services. It is important to note that this project is not limited to serving only these populations.

# ■ C. OBJECTIVES, ACTIVITIES and EXPECTATIONS of the RESULTANT CONTRACTOR(S)

The **Pre-Employment Pilot Project** will have the following requirements:

## Phase I: Organizational Structure Requirements:

 To submit an organizational plan that details how the CIL will expand or develop into a Community Rehabilitation Provider, (CRP). The plan must include a detailed timeline for outreach and recruitment of a Director of Vocational Services that meets the Department's criteria for approval for CRPs and the development and submission of a CRP application. The organizational plan is due November 30, 2014.

## Phase II: Project Structure and Scope Requirements:

- To submit evidence that the CIL has identified and hired a Director of Vocational Services.
- To submit an assurance that the Director of Vocational Services will work with the CIL Executive Director and Board of Directors on the development and submission of a CRP application to the Department.
- To submit an updated organizational chart that includes the Pre-Employment Pilot Project.
- To submit job descriptions for all positions (or portions of positions) that will contribute to the Pre-Employment Pilot Project.
- To submit an outreach plan to recruit consumers for project participation.

## <u>Phase III: Project Timelines and Incremental/Outcome Reporting</u> Requirements:

- To provide pre-employment services resulting in the following outcomes:
  - increase the number of consumers who have pre-vocational goals by 50;
  - 2. increase the number of consumers who have vocational goals by 25 and:
  - 3. increase the number of consumers who have school-to-work transition goals by 25.
- To submit a final timeline for meeting requirements of Phases IV and V as outlined below.
- To submit final methodologies and reporting templates that will be utilized to demonstrate project progress and outcomes.

## Phase IV: Work Readiness and Pre-Vocational Services Requirements:

 To submit, on a scheduled basis and utilizing methodologies and report template(s) developed during Phase III: Project Timelines and Reporting

Requirements outlined above, reports on project to date progress. These reports will at a minimum include the number of individuals served, a description of outcomes achieved and recommendations for the adjustments to be made to enhance results over the remainder of the project.

- To submit a process flow related to the identification of and intake of CIL consumers into Pre-Employment Pilot Project.
- To submit the work readiness screening instruments or a description of techniques that will be initially utilized by staff to conduct this assessment.

## Phase V: CRP Requirements:

- To submit a CRP application to DORS for review and approval.
- To submit evidence that the CIL has been determined to possess the necessary qualifications to be approved as a Community Rehabilitation Provider by the Department of Rehabilitation Services.

## Phase VI: Project Analysis Requirements:

- To submit a report comparing achieved project outcomes to proposed outcomes. This report will at a minimum include analysis of strategies implemented and tools utilized and their effectiveness. This report should also include a description of outcomes achieved.
- To submit detailed information on all factors believed to have influenced the success of the project.
- The above report and recommendation shall be submitted no later than October 31, 2016.

#### III. INSTRUCTIONS

## ■ A. OFFICIAL CONTACT, SCHEDULE AND DELIVERY REQUIREMENTS

1. Official Contact. DORS has designated the individual below as the Official Contact for purposes of this RFA. The Official Contact is the only authorized contact for this procurement and, as such, handles all related communications on behalf of the Department. Applicants, prospective Applicants and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFA is strictly prohibited. Applicants or prospective Applicants who violate this instruction may risk disqualification from further consideration.

Name: Marcia McDonough Contract Administration

Address: 25 Sigourney Street, 9th Floor, Hartford, CT 06106

Phone: 860-424-5214 Fax: 860-424-5800

E-Mail: <u>marcia.mcdonough@ct.gov</u>

Applicants are required to ensure that e-mail screening software (if used) recognizes and will accept e-mails from the Official Contact.

- **2. RFA Information.** The RFA, addenda to the RFA and other information as associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:
  - The Department of Rehabilitation Services http://www.ct.gov/dors/site/default.asp
  - State Contracting Portal <u>http://das.ct.gov/Director.aspx?Page=12</u>
  - Department of Social Services RFA Web Page <a href="http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNa">http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNa</a>

It is strongly recommended that any Applicant or prospective Applicant subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda that are posted on the portal. While this service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFA, it is incumbent upon each Applicant or prospective Applicant to monitor the State Contracting Portal for information regarding this and any other procurement.

**3. Application Schedule.** See below. The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFA and will be posted on the Department's Web Page, the State Contracting Portal and the Department of Social Services RFA Web Page.

Milestones	Dates		
RFA Released	May 7, 2014		
Letter of Intent to Apply	May 21, 2014		
Questions	May 28, 2014		
Responses to Questions	June 4, 2014		
Application Due Date	June 25, 2014 2:00PM		
Successful Applicant(s) Announced	*TBD		
Contract Negotiations Begin (tentative)	*TBD		
Contract Begins	October 1, 2014		

- 7. Letter of Intent. Prospective Respondents are encouraged, but not required to submit a Letter of Intent (LOI). The LOI is non-binding and does not obligate the sender to submit an Application. The LOI must be submitted to the Official Contact by e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number and e-mail address. Please submit your LOI via e-mail, subject line: LOI PPP RFA, to the Official Contact for this RFA (Marcia.mcdonough@ct.gov) and include the proposed regions to be served. Please refer to the following hyperlink for: Centers for Independent Living Regions
- 8. Inquiry Procedures. All questions regarding this RFA or the Department's procurement process must be submitted via e-mail to the Official Contact. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the requirements of the RFA or the procurement process will not be answered. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum to this RFA. If any answer to any question constitutes a material change to the RFA, the question and answer will be placed at the beginning of the addendum and duly noted as such. The agency will release the answers to questions on the dates established in the Procurement Schedule. The Department will publish any and all amendments or addenda to this RFA on the State Contracting Portal, the Department of Social Services Website and on the Department's RFA Web Page. Applications must include a signed Addendum Acknowledgement, which will be placed at the end of any and all amendments or addenda to this RFA.
- PPP RFA Due Date and Time. The Official Contact is the only authorized recipient of applications received in response to this RFA. Applications must be received by the Official Contact via e-mail.

**Due Dates.** This is an electronic Application Submission. Applicants shall put in the subject line, **PPP RFA**.

Applications will be accepted by the Official Contact, <a href="marcia.mcdonough@ct.gov">marcia.mcdonough@ct.gov</a>. The last date for submission of Applications is June 25, 2014 @2:00 PM.

The electronic submission must be compatible with *Microsoft Office Word*.

- 10.Declaration of Confidential Information. Applicants are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If an Applicant deems that certain information required by this RFA is confidential, the Applicant must label such information as CONFIDENTIAL. In Section C of the application, the Applicant must reference where the information labeled CONFIDENTIAL is located. (EXAMPLE: Section G.1.a.) For each subsection so referenced, the Applicant must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the position of the Applicant that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).
- 12.Conflict of Interest Disclosure Statement. Applicants must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Applicant and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if an Applicant tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the respondent or is not in the best interests of the State. In the absence of any conflict of interest, an Applicant must affirm such in the disclosure statement. Example: "[name of Applicant] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."

## ■ B. APPLICATION FORMAT INFORMATION

- 1. Required Outline. All applications must follow the required outline presented in SECTION I-GENERAL INFORMATION, B. APPLICATION OUTLINE. Applications that fail to follow the required outline will be deemed non-compliant and will not be reviewed.
- 2. Attachments. Attachments other than the required Appendices and Forms identified in SECTION I-GENERAL INFORMATION, B. APPLICATION OUTLINE are

- not permitted. Further, the required Appendices must not be altered or used to extend, enhance, or replace any component required by this RFA. Failure to abide by these instructions will result in disqualification.
- **3. Electronic Submission Requirements.** All applications must be submitted via e-mail to <a href="mailto:Marcia.McDonough@ct.gov">Marcia.McDonough@ct.gov</a>. **PPP RFA shall be in the subject line.**

#### C. EVALUATION OF SUBMISSIONS

- 1. Evaluation Process. It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFA. When evaluating submissions, negotiating with the successful Respondent(s), and offering the right to negotiate a contract, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
- 2. Evaluation Team. The Department will designate an Evaluation Team to evaluate qualifications submitted in response to this RFA. The contents of all submissions, including any confidential information, will be shared with the Evaluation Team. Only submissions found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Submissions that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent.
- 3. Minimum Submission Requirements. All submissions must comply with the requirements specified in this RFA. To be eligible for evaluation, submissions must (a) be received on or before the due date and time; (b) meet the Submission Format requirements; (c) follow the required Submission Outline; and (d) be complete. Submissions that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any submission that deviates significantly from the requirements of this RFA.
- 4. Evaluation Criteria (and Weights). Submissions meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the submissions. Only the criteria listed below will be used to evaluate submissions. The criteria are weighted according to their relative importance. The weights are confidential.

**Appendix A**, the Pre-Employment Pilot Project Application

5. Respondent Selection. Upon completing its evaluation of submissions, the Evaluation Team will submit the rankings of all submissions to the Department head. The final selection of a successful Respondent is at the discretion of the Department head. Any Respondent selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail

- or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent selection process.
- 4. Debriefing. After receiving notification of the outcome of the review from the Department, any Applicant may contact the Official Contact, Marcia McDonough, Contract Administration, at (860)424-5214 or <a href="Marcia.McDonough@ct.gov">Marcia.McDonough@ct.gov</a> and request a Debriefing of the procurement process and its application. If Applicants still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct Debriefing meetings that have been properly requested, within fifteen (15) days of the Department's receipt of a request. The Debriefing meeting must not include or allow any comparisons of any applications with other applications. The Debriefing process shall not be used to change, alter, or modify the outcome. More detailed information about requesting a Debriefing may be obtained from the Official Contact.
- 5. Appeal Process. Not later than thirty (30) days after the Department notifies Applicants about the outcome of their application, Applicants may submit an Appeal to the Department. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Applicants may appeal any aspect of the Department's procurement; however, such Appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the procurement there was a failure to comply with the State's statutes, regulations, or the provisions of the RFA. Any such Appeal must be submitted to the Agency Head with a copy to the Official Contact. The must include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract with a successful Applicant. More detailed information about filing an Appeal may be obtained from the Official Contact.
- 6. Contest of Solicitation or Award. Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board..." More detailed information is available on the State Contracting Standards Board web site <a href="http://www.ct.gov/scsb/site/default.asp">http://www.ct.gov/scsb/site/default.asp</a>.
- 7. Contract Execution. Any contract developed and executed as a result of this RFA is subject to the Department's contracting procedures, which may include approval by the Department of Administrative Services and Office of the Attorney General.

### IV. MANDATORY PROVISIONS

## ■ A. STANDARD CONTRACT, PARTS I AND II

By submitting an Application in response to this RFA, the Applicant implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract":

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

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM's web site at: <a href="http://www.ct.gov/opm/fin/standard\_contract">http://www.ct.gov/opm/fin/standard\_contract</a>.

#### Note:

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

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

#### B. ASSURANCES

By submitting an Application in response to this RFA, an Applicant implicitly gives the following assurances:

- 1. Collusion. The Applicant represents and warrants that the Applicant did not participate in any part of the RFA development process and had no knowledge of the specific contents of the RFA prior to its issuance. The Applicant further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Applicant's submission. The Applicant also represents and warrants that the application is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees. The Applicant certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFA. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Applicant, contractor, or its agents or employees.
- **3. Validity of Application.** The Applicant certifies that 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.

The application shall remain valid for a period of 180 days after it has been received by the Department and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the application, by reference or otherwise, into the resultant contract with a successful Applicant.

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

#### ■ C. TERMS AND CONDITIONS

By submitting an Application in response to this RFA, an Applicant implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses. Neither the State nor the Department shall assume any liability for expenses incurred by an Applicant in preparing, submitting, or clarifying any qualifications submitted in response to this RFA.
- **3. Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Applicants are liable for any other applicable taxes.
- **4. Changes to Application.** No additions or changes to the original application will be allowed after submission. While changes are not permitted, the Department may request and authorize Applicants to submit written clarification of their application, in a manner or format prescribed by the Department, and at the Applicant's expense.
- 5. Supplemental Information. Supplemental information will not be considered after an application is received, unless specifically requested by the Department. The Department may ask the Applicant to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in their application. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of Applicants invited to make such a demonstration, interview, or oral presentation.
- **6. Presentation of Supporting Evidence.** If requested by the Department, the Applicant must be prepared to present evidence of experience, ability, data reporting capabilities, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFA. At its discretion, the Department may also check or contact any reference provided by the Applicant.
- 7. **RFA Is Not An Offer.** Neither this RFA nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Applicant unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire

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

#### ■ D. RIGHTS RESERVED TO THE STATE

By submitting an Application in response to this RFA, the Applicant implicitly accepts that the following rights are reserved to the State:

- **1. Timing Sequence.** The timing and sequence of events associated with this RFA shall ultimately be determined by the Department.
- 2. Amending or Canceling RFA. The Department reserves the right to amend or cancel this RFA on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- **3. No Acceptable Applications.** In the event that no acceptable Applications are submitted in response to this RFA, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
- **4. Award and Rejection of Applications.** The Department reserves the right to award in part, to reject any and all applications in whole or in part, for misrepresentation or if the application limits or modifies any of the terms, conditions, or specifications of this RFA. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the any application submitted after the closing date of April 1, 2015, 2:00 PM.
- 5. Sole Property of the State. All applications submitted in response to this RFA are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFA shall be the sole property of the State, unless stated otherwise in this RFA or subsequent contract. The right to publish, distribute or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- **6. Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFA. The Department further reserves the right to contract with one or more Applicants for such services.
- 7. Clerical Errors in Award. The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made and subsequently awarding the contract to another. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Applicant.

#### **■** E. STATUTORY AND REGULATORY COMPLIANCE

By submitting an application in response to this RFA, the Applicant implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to:

- 1. Freedom of Information, C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Applicants are generally advised not to include in their applications any confidential information. If the Applicant indicates that certain documentation, as required by this RFA, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Applicant has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While an Applicant may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. IMPORTANT NOTE: The Applicant must upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.
- 3. Consulting Agreements, C.G.S. § 4a-81. Applications for State contracts with a <u>value of \$50,000 or more</u> in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall require a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of

- C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at OPM: Ethics Forms
  IMPORTANT NOTE: The Applicant must upload the Consulting Agreement Affidavit (OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.
- 4. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2). If an Applicant is offered an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Applicant must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at OPM: Ethics Forms
  IMPORTANT NOTE: The selected Applicant(s) must upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.
- 5. Nondiscrimination Certification, C.G.S. §§ 4a-60(a) (1) and 4a-60a(a) (1). If an Applicant is offered an opportunity to negotiate a contract, the Applicant must provide the Department with written representation or documentation that certifies the Applicant complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at OPM: Nondiscrimination Certification

  IMPORTANT NOTE: The selected Applicant(s) must upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Rehabilitation Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.
- 6. Certification Regarding Lobbying, (embedded as a hyperlink) To submit a responsive Application, <u>THE APPLICANT SHALL</u> provide 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.