

STATE OF CONNECTICUT PROCUREMENT NOTICE



## Request for Proposals (RFP) For

Section 8 Housing Choice Voucher Program (HCV) and Connecticut State Rental Assistance Program (RAP)

RFP Name: State of Connecticut Section 8 and RAP Admin

**Issued By:**

**State of Connecticut Department of Housing**

**June 4<sup>th</sup>, 2024**

The Request For Proposal is available in electronic format on the State Contracting Portal by filtering by Organization for Department of Housing

<https://portal.ct.gov/DAS/CTSource/BidBoard>

or from the Agency's Official Contact:

Name: Brandon McGee  
Address: 505 Hudson Street, Hartford, CT 06106  
Phone: 860-597-2693  
E-Mail: brandon.mcgee@ct.gov

The RFP is also available on the Department's website at <http://www.ct.gov/doh>

**RESPONSES MUST BE RECEIVED NO LATER THAN**

**July 29<sup>th</sup> 2024, at 3:00 PM**

The Department of Housing is an Equal Opportunity/Affirmative Action Employer.

The Agency reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut

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## Section 1: GENERAL INFORMATION

### Introduction

RFP Name and Number. **The Section8 and RAP CTDOH 2024-1193**

RFP Summary. The selected vendor shall be responsible to serve income eligible individuals and families, throughout the State of Connecticut on behalf of DOH, who require housing assistance. The vendor will be responsible for administering and implementing the Section 8 Housing Choice Voucher Program (HCV), federally funded through the Department of Housing and Urban Development (HUD), and the Connecticut State Rental Assistance Program (RAP). DOH staff will provide program oversight and management to the selected vendor.

### Instructions

1. Official Contact. The Agency has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the only authorized contact for this procurement and, as such, handles all related communications on behalf of the Agency. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.
2.  
Name: Deputy Commissioner Brandon McGee  
Address: State of CT, Dept. of Housing, 505 Hudson Street Hartford, CT 06106  
Phone: 860-597-2693  
E-Mail: brandon.mcgee@ct.gov

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

2. Registering with State Contracting Portal. Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.
  - Secretary of State recognition – Click on appropriate response
  - Non-profit status, if applicable
  - Notification to Bidders, Parts I-V
  - Campaign Contribution Certification (OPM Ethics Form 1): <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>
3. RFP Information. The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:
  - Agency's RFP Web Page <https://portal.ct.gov/doh>
  - State Contracting Portal (go to CTsource bid board, filter by Department of Housing <https://portal.ct.gov/DAS/CTSource/BidBoard>)

It is strongly recommended that any proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

4. Procurement Schedule. See below. Dates after the due date for proposals (“Proposals Due”) are non-binding target dates only (\*). The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency’s RFP Web Page.

- **RFP Released:** **June 4, 2024**
- **Letter of Intent Due:** **June 28<sup>th</sup>, 2024 by 3:00 PM**
- **Deadline for Questions:** **June 26<sup>th</sup>, 2024 by 3:00 PM**
- **Answers Released:** **July 9<sup>th</sup>, 2024 by 3:00 PM**
- **Proposals Due:** **July 29<sup>th</sup>, 2024 by 3:00 PM**
- **Start of Contract:** **During Calendar Year 2025**

**Please submit all required documents to:**

**<https://app.smartsheet.com/b/form/bbe58fc7bb964b6f8558e467b7d73f67>**

5. Contract Awards. The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Agency.

6. Eligibility. Public, private, non-profit organizations, and municipalities are eligible to submit proposals in response to this RFP. Small, minority, and women owned business enterprises are eligible and encouraged to apply.

DOH reserves the right to reject the submission of any respondent that is in default of any current or prior contract with the State. Additionally, prospective applicants with long-standing issues, significant unresolved issues on current and/or prior year contracts, or in debarment with DOH or HUD may be removed from consideration.

7. Minimum Qualifications of Proposers. To qualify for a contract award, a proposer must have the following minimum qualifications:

- A prospective applicant must have a minimum of three (3) years of demonstrated experience in implementing, administering, and reporting for housing subsidy or related programs.
- A prospective applicant must have a minimum of three (3) years of demonstrated experience with 2 CFR 200 Uniform Grant Administrative Requirements.
- Must be registered and in good standing with SAM.gov.
- Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Please limit this section to no more than three (3) pages.

8. Letter of Intent. A Letter of Intent (LOI) is due by June 28<sup>th</sup> by 3:00 PM

9. Inquiry Procedures. All questions regarding this RFP or the Agency’s procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither

in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Agency may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Agency reserves the right to answer questions only from those who have submitted such a letter. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Agency will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Agency's RFP Web Page. At its discretion, the Agency may distribute any amendments to this RFP to prospective proposers who submitted a Letter of Intent or attended the RFP Conference.

10. Proposal Due Date and Time. The Official Contact is the only authorized recipient of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time.

Proposals received after the due date and time will be ineligible and will not be evaluated. The Agency will send an official letter alerting late respondents of ineligibility.

An acceptable submission must include the following:

- One (1) conforming electronic copy of the original proposal.
- The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.
- The electronic copy of the proposal along with all required documents must be submitted to the smart sheet link below. Required forms may be scanned and submitted as PDFs at the end of the main proposal document or as separate files and attached in the smart sheet link. Please ensure that all files are attached and there are no missing documents as this can lead to your submission being rejected. Respondents should work to ensure there are not additional IT limitations from the provider side.  
<https://app.smartsheet.com/b/form/bbe58fc7bb964b6f8558e467b7d73f67>

## Section 2: PURPOSE OF RFP AND SCOPE OF SERVICES

### Agency Overview

The Department of Housing (DOH) strengthens and revitalizes communities by promoting affordable housing opportunities. DOH seeks to eliminate homelessness and to catalyze the creation and preservation of quality, affordable housing to meet the needs of all individuals and families statewide to ensure that Connecticut continues to be a great place to live and work. DOH works in concert with municipal leaders, public agencies, community groups, local housing authorities, and other housing developers in the planning and development of affordable homeownership and rental housing units, the preservation of existing multifamily housing developments, community revitalization and financial and other support for our most vulnerable residents through our funding and technical support programs. As the State's lead agency for all matters relating to housing, DOH provides leadership for all aspects of policy and planning relating to the development, redevelopment, preservation, maintenance, and improvement of housing serving very low, low, and moderate-income individuals and families. DOH is also responsible for overseeing compliance with applicable statutes, regulations, and financial assistance agreements for funded activities through long-term program compliance monitoring.

The Department of Housing's mission is to ensure everyone has access to quality housing opportunities and options throughout the State of Connecticut.

### Section 8 and Rental Assistance Program (RAP) Overview

#### Section 8

Background on Section 8: The United States Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher Program offer opportunities for housing subsidies to income eligible families. The programs are tailored to meet the individual needs of families by offering them freedom of choice in finding a unit suitable to their needs and desires. An eligible family can participate in the program as long as funds are available, and the family remains eligible. Since housing needs change with changes in family size, job location and other personal circumstances, the programs allow moves by the family without loss of assistance.

- Section 8 can be a key element in addressing the housing and community development needs of many localities. It allows rapid delivery of housing assistance in less crowded living conditions for lower-income families at a relatively low cost and it maintains and improves housing stock and preserves neighborhoods.
- The Section 8 Program also addresses the needs of individuals and families through the following component programs:

#### Types of Section 8 Vouchers

##### 1. Housing Choice Vouchers

The Section 8 Housing Choice Voucher Program consists of housing subsidies that allow families to rent apartments in the private rental market. The DOH provided more than 8500 vouchers to eligible families in 2023 through the Section 8 Tenant-Based Voucher Program. The voucher subsidy provides income-eligible families with housing subsidies equal to the difference between 30% of the household's income and the payment standard established for the household's family size. HUD's portability guidelines allow

the families with a housing choice voucher to move anywhere in the United States and its territories after residing in Connecticut for an initial twelve months. The HCV program has multiple specialty subpopulations aimed at providing rental assistance to vulnerable populations. The following are types of Housing Choice Vouchers.

- a) Stability Vouchers: The Stability Voucher initiative makes Housing Choice Voucher (HCV) assistance available to Public Housing Agencies (PHAs) in partnership with local Continuum's of Care and/or Victim Service Providers to assist households experiencing or at risk of homelessness, those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, and veterans and families that include a veteran family member that meets one of the proceeding criteria.
- b) Set Aside Vouchers: In DOH's administrative plan, DOH has allowed for a set aside of turnover vouchers to assist households experiencing homelessness as well as housing unstable families enrolled in either Head Start programs throughout the State (a partnership with the Office of Early Childhood) or in a State Department of Education (SDE) McKinney-Vento program.
- c) Foster Youth to Independence: The Foster Youth to Independence (FYI) initiative makes Housing Choice Voucher (HCV) assistance available to Public Housing Agencies (PHAs) in partnership with Public Child Welfare Agencies (PCWAs). Under FYI, PHAs provide housing assistance on behalf of Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act and are homeless or are at risk of becoming homeless at age 16 or older. As required by statute, an FYI voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 36 months. In addition to providing up to 36 months of rental assistance, youth must be provided supportive services to assist the young person on their path to self-sufficiency.
- d) Family Unification Program: The Family Unification Program (FUP) is a partnership between DOH and the Department of Children and Families (DCF) that provides an HCV from DOH and a comprehensive array of services from DCF to individuals and families involved in the child welfare system. HUD defines eligible participants as families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child or children in out-of-home care, or in the delay of discharge of a child or children to the family from out of home care or as a young adult aged 18-21 who left foster care after the age of 16 and lacks adequate housing. DCF refers eligible participants to DOH for an HCV and DCF provides intensive services to ensure the participants maintain stability in housing. Examples of services provided by DCF include money management skills, job preparation, educational counseling, proper nutrition, and meal preparation.
- e) Veterans Affairs Supportive Housing: The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HCV rental assistance for homeless Veterans with case management and clinical services provided by the federal Department of Veterans Affairs (VA). The VA provides these services for participating Veterans at the VA Medical Centers located in West Haven and Newington as well as in community-based outreach clinics located throughout the state. The HUD-VASH program is the prominent housing program aimed at ending veterans' homelessness in Connecticut and nationally.
- f) Emergency Housing Vouchers: The Emergency Housing Voucher (EHV) program provides a significant opportunity for Public Housing Authorities

(PHAs), Continuums of Care (CoCs), and Victim Service Providers (VSPs) to develop collaborative partnerships and strategies that effectively address the needs of vulnerable populations in their communities. Through EHV, HUD provided 70,000 housing choice vouchers to local PHAs to assist individuals and families who are homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless or have a high risk of housing instability.

- g) Mainstream Vouchers: Mainstream vouchers assist non-elderly persons with disabilities. Aside from serving a special population, Mainstream vouchers are administered using the same rules as other housing choice vouchers. Funding and financial reporting for Mainstream vouchers is separate from the regular tenant-based voucher program.

## 2. Family Self Sufficiency Programs

The purpose of the FSS program is to reduce the dependency of low-income families on housing and public assistance. The resultant vendor shall provide the participating families with appropriate supportive services to promote self-sufficiency. The DOH requires FSS participants to enter into a participation contract. The contract must incorporate training and service plans including interim and final goals for each participant. The contract must stipulate that each FSS family will fulfill the obligations set forth within the participation contract no later than five (5) years after the effective date of the contract. The term may be extended for two additional years. The program requires the DOH's vendor to establish separate FSS escrow accounts for each participant. In general, the FSS credit into the FSS account shall be equal to the difference between thirty percent (30%) of the family's monthly-adjusted income and the family's rent, which is calculated by disregarding any increase in earned income from the effective date of the contract. The participant is entitled to the balance of the FSS account when the terms of the participant contract have been successfully completed.

## 3. Project Based Section 8 Housing Choice Voucher (HCV) Program

In contrast to a tenant based rental subsidy, in which a tenant can move from one eligible unit to another, the project-based voucher program has the rental subsidy connected to a specific unit in a property. Under the project-based voucher program, the owner of a property reserves some or all the units in a building for low-income tenants, and in return the program guarantees to make up the difference between the tenant's portion of the rent, defined as 30% of the participant's adjusted gross income, and the contract rent. A tenant who leaves a subsidized project will lose access to the project-based subsidy. To continue to receive rental assistance, these individuals must either obtain a tenant-based voucher or wait for another project-based voucher unit to become vacant and available.

## 4. Section 8 SRO Moderate Rehabilitation Program

HUD provides rent subsidy payments to private property owners for rental units rehabilitated under the Section 8 SRO Moderate Rehabilitation Program. These subsidies provide housing assistance for low-income persons at 30 percent of median income. The DOH administers the program, but the buildings are managed and leased out by the property owners.



## **Rental Assistance Program**

The state-funded Rental Assistance Program (RAP) administered by the State of Connecticut DOH provides rental subsidies to low-income families residing in rental housing. RAP participants have the freedom of choice in locating housing suitable to their needs. DOH contractor will pay rental assistance subsidies to the owners of the units where participating families reside.

The DOH provides certificates to eligible Rental Assistance participants. Families and elderly or disabled individuals whose income does not exceed 50% of the median income for the area in which they live, as determined by the DOH Commissioner, are eligible to participate in the RAP. Typically, families with RAP certificates pay landlords either 10% of their gross monthly income or 40% of their adjusted monthly income minus a utility allowance, whichever is greater. Eligible individuals who are elderly or disabled contribute 10% of their gross income or 30% of their adjusted gross income less a utility allowance, whichever is greater. RAP Certificates are portable and may be used in any municipality within the state. The rents paid cannot exceed the rent levels established by DOH.

Currently, approximately 6,600 RAP Certificates are in use throughout the state. DOH works with its state partners to ensure that affordable housing is central in the service planning for vulnerable individuals.

DOH Collaborations:

The following describe DOH's collaborations using RAP certificates.

### **1. DOH and DCF Housing Collaborative**

#### *Family Reunification Program*

The Family Reunification Program (FUP) builds off the success of the federally funded FUP program described in the previous section of this report. FUP is collaboration between the DOH and the DCF designed to reduce the number of children in foster care by providing affordable housing through a rental subsidy and the necessary support services, including intensive case management and behavioral health services, to vulnerable and homeless families. The program serves families with mental health, substance abuse, domestic violence, and other treatment needs. The DOH provides housing certificates through RAP to many of the families. The program currently serves more than 600 families annually and is credited with helping to reunify families whose children are in state care and to prevent the removal of children in circumstances where stable housing is a barrier.

### **2. DOH and DMHAS Housing Collaborative**

#### *a) Permanent Supportive Housing Initiative*

The Permanent Supportive Housing Initiative (PSHI) is a collaborative effort between DOH and DMHAS to foster the development of long-term solutions to the housing and service needs of families and individuals, coping with psychiatric disabilities and/or chemical dependency that are facing homelessness. Ending homelessness among this population is key and is achieved through the leasing of existing scattered site housing and the development of new housing units, both of which are subsidized with RAP certificates.

The goal of the PSHI is the creation of affordable housing units within Connecticut that link individuals and families with targeted employment, housing-based case management and support services. DMHAS funds community-based providers to work with eligible individuals to ensure that the formerly homeless individuals have the necessary skills to maintain housing stability. The PSHI has provided over 1000 dwelling units in the leasing of scattered site apartments and has created over 1100 dwelling units through the development of housing.

*b) DMHAS Rental Assistance Program*

In 2011, DMHAS created its own rental assistance program which is referred to as DMHAS Rental Assistance Program (DRAP) from existing state funding to assist clients in obtaining supportive housing. Specifically, 60 Rental Assistance Program certificates were allocated to the DMHAS forensics unit to allow individuals in the criminal justice system with a mental health diagnosis and who would be homeless upon release from prison live independently in the community. The rental subsidy provided the client with affordable housing and the DMHAS forensics unit provided the necessary clinical care and housing-based case management services to allow these clients to successfully re-enter the community. An additional 50 Rental Assistance Program certificates were allocated to the Enhancing Housing Opportunities Program, which allowed tenants living in supportive housing that had achieved stability, to move to housing with less support services. With this transition open units in the supportive housing programs can assist new homeless individuals. These 110 Rental Assistance Program certificates were transferred to DOH with its creation in 2013.

*c) Connecticut Collaborative on Re-entry*

The Connecticut Collaborative on Re-entry (CCR) Program is a permanent supportive housing program that identifies and assists individuals who cycle through the homeless service and corrections systems in the state's largest urban centers—Bridgeport, Hartford, New Haven, New London/Norwich, and Waterbury. The Connecticut Department of Correction (DOC) and Judicial Branch's Court Support Services Division (CSSD), in partnership with DMHAS, DOH, the Corporation for Supportive Housing (CSH), and the Connecticut Coalition to End Homelessness (CCEH), provide technical assistance, staff support and financial assistance, including support services funding from DMHAS and RAP certificates from DOH, for this project. The DMHAS services funding provide the staffing capacity needed to ensure timely and effective case management as the newly housed tenants stabilize and establish ties to treatment and other community resources. The case management services provide much-needed outreach and engagement services to facilitate the successful transition from the shelters and/or jails/prisons to community living. In addition, given the critical role of income and employment for recovery and quality of life, a particular focus of this program is on the employment/income outcomes for all participants.

**3. DOH, ACT, and CNCS Collaborative**

*Social Innovation Fund*

The Social Innovation Fund (SIF), a program of the Corporation for National and Community Service (CNCS), combines public and private resources to grow promising community-based solutions that have evidence of results in any of three priority areas: economic opportunity, healthy futures, and youth development. Advancing Connecticut Together (ACT), in collaboration with the Partnership for Strong Communities has been awarded a SIF grant to fund innovative solutions that link supportive housing and healthcare. The funded project, Connecticut Integrated Healthcare & Housing Neighborhoods, is one of four pilot programs selected to participate in a national effort to demonstrate that the integration of housing, care management and health services is effective in improving health outcomes for the vulnerable men and women caught in a revolving door of hospitals, emergency rooms, detox and other crisis health services.

Connecticut Integrated Healthcare & Housing Neighborhoods will house and provide patient-centered health care to 160 individuals in an effort to integrate housing, care management and health care to improve the health of individuals while lowering public costs. Housing will be supported by DOH RAP certificates and will be located

in the Bridgeport, Hartford, New Haven and New London metropolitan areas. This multi-year pilot is a healthy- home outreach model using assertive outreach and care coordination to link high-cost, high-need clients with primary care, behavioral healthcare and supportive/affordable housing. The overall project aims to identify and target Medicaid-enrolled high users of health services who are homeless or at risk of homelessness and who have chronic medical conditions, including serious mental illness, substance abuse disorders or other chronic medical conditions.

#### **4. DOH and DSS Housing Collaborative**

##### *a) Money Follows the Person*

Money Follows the Person (MFP) is a Federal Demonstration program funded by the Centers for Medicare and Medicaid Services designed to help states rebalance their long-term care systems by assisting individuals to transition from living in institutional settings to community living. The program provides service funding for elderly and disabled individuals, including those with mental health disorders or developmental disabilities to live independently in the community. To be eligible a person must (1) have been institutionalized for at least six months and (2) meet Medicaid eligibility criteria. In addition, it cannot cost more to care for the person in the community than in an institution. The appropriate state agency (DDS for individuals with developmental disabilities, DMHAS for individuals with mental health disorders and Department of Social Services for the elderly) has case workers that assess the service needs and develop a care plan for the individual, as well as assist the individual with locating housing and services in the community. DOH provides a RAP certificate to the eligible participant to ensure that the individual has access to affordable, safe, decent, and sanitary housing. Currently, DOH provides over 1300 RAP certificates to MFP eligible individuals and it is expected that this number will continue to rise in the coming years.

##### *b) Connecticut Housing Engagement and Support Services Initiative*

Connecticut Housing Engagement and Support Services Initiative (CHES) is an initiative that combines Medicaid health coverage with a range of housing services for state residents struggling with homelessness and chronic health issues. CHES will pool the efforts of state agencies and non-profit partners to bring coordinated healthcare and housing services to individuals with mental health, substance use and other serious health conditions.

#### **5. DOH and DDS Housing Collaborative**

In State Fiscal Year 2014, The DDS received 15 RAP certificates for use in covering the rental costs associated with transitioning individuals from 24-hour privately-operated group homes to community-based living settings. DDS currently supports over 1300 individuals in apartment-type settings throughout the state. Typically, DDS has funded rental costs for individuals (in excess of their contribution) through a rental subsidy program managed internally. Starting in 2013 DDS has had the opportunity to utilize the RAP as a new resource as an alternative to prior practices.

DDS is committed to serving individuals in the least restrictive and most inclusive settings and believes it is their mission to support lifelong planning to assist individuals to be valued members of their communities. Common support services that individuals utilize to gain and maintain skills necessary to live independently include Individualized Home Supports (formerly Supported Living), Health Care Coordination, and Behavioral Management Supports, as well as additional support services. The residential support services provided to an individual in a community-based housing setting assist with the acquisition, improvement and /or retention of

skills and provide necessary support to achieve personal outcomes that enhance an individual's ability to live in their community as specified in their Individual Plan. DDS has secured a Medicaid Waiver from the Centers of Medicare and Medicaid that will allow DDS to bill Medicaid for the services provided to these individuals.

- a) *Intellectual Disabilities and Autism Spectrum Disorder Housing Program.* The Intellectual Disabilities and Autism Spectrum Disorder Housing ("IDASH") Program (IDASH) program provides project based rental subsidies to pair with capital dollars to create supportive housing units for individuals with intellectual and developmental disabilities (IDD). The goal of the IDSAH program is to provide independent living options for individuals with IDD and to ultimately reduce the dependence on group homes as the main housing solution for individuals with IDD.

## **6. DOH and Connecticut Housing Finance Authority (CHFA) Housing Collaborative**

In the statewide effort to end chronic homelessness, CHFA committed funding to create 50 rental subsidies to be given to chronically homeless individuals. The CHFA funding was transferred to DOH and will support these 50 units for 10 years. The program will be administered in a similar manner as the RAP.

## **7. DOH Only**

- a) RAP Veterans Affairs Supportive Housing Program

DOH expanded upon the federal Veterans Affairs Supportive Housing (VASH) program described above to provide additional supportive housing resources to homeless veterans. The Department administered 100 RAP VASH vouchers in fiscal year 2016, and when combined with the federal VASH resources and other supportive housing resources Connecticut became the first state to end chronic veteran homelessness and the second state to end all veteran homelessness during fiscal year 16.

- b) *State Sponsored Housing Portfolio RAP*

Through the State Sponsored Housing Portfolio RAP (SRAP), DOH is allocating project-based RAP resources to ensure that the SRAP has adequate funding to provide affordable housing to Connecticut households. The SRAP certificate guarantees affordability to the household residing in the property and as well as providing the property enough income to maintain quality standards.

## **Section 3: CONTRACT MANAGEMENT**

### **Administration**

The selected vendor will be responsible for the administration of both programs in accordance with HUD Regulations, state regulations, DOH's Section 8 and RAP Administrative Plans, and DOH's Annual Public Housing Agency Plan.

The prospective vendor will be responsible for leveraging their experience to address the following areas:

- a) Manage and maintain the program waitlist and coordinate new admissions.
- b) Coordinate program eligibility certification and annual or interim re-certifications for eligible participants.
- c) Inspect Housing Units on an annual basis.

- d) Review and process applications for both programs and determine eligibility and compliance with HUD regulations and state regulations as appropriate.
- e) Executing contracts with landlords.
- f) Working within the software company that DOH contracts with to manage and disburse funds for both programs.

The following links are provided as a courtesy to the prospective bidder. These plans will be the foundation for the implementation of the program:

- [Section 8 Housing Choice Voucher Program](#)
- [Form HUD-50075-HCV](#)
- [Rental Assistance Program \(RAP\)](#)
- <https://www.govinfo.gov/content/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap8-subchapI.htm>
- [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/landlord/tenant\\_obligations](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/landlord/tenant_obligations)
- [Chapter 138a - Rental and Other Assistance \(ct.gov\)](#)

### **Financial Administration**

The selected vendor will be required to provide financial management, disbursement, and reconciliation with the DOH Contracted software vendor database. The selected vendor will need to develop a plan for distribution of certificates and voucher payments and provide detailed description of the day to day financial and programmatic functions for each program.

The selected vendor will also be required to demonstrate knowledge of financial reporting, compliantly managing, and sharing of financial information in accordance with privacy practices and preparing information for IRS and HUD reporting.

### **Quality Assurance/Quality Control**

The selected vendor will be required to establish and implement a system for evaluation that can be used to determine if vendor is meeting the requirements set by DOH for both programs. The Vendor will be responsible for:

- a) Implementing and submitting to DOH, an annual internal quality assurance report to ensure programmatic compliance, including but not limited to, independent audits of financial processes, independent audits of both program functions, and staff review.
- b) Inspecting housing unit for compliance.
- c) Reviewing and identifying any deficiencies in both programs.

## **Section 4: ADMINISTRATIVE PERFORMANCE**

The selected vendor will be required to perform specific administrative tasks to enhance consumer participation in the Section 8 and State-funded Rental Assistance Program and ensure efficient and effective program administration. The Respondent should describe how it will:

- a) Maintain a wait list in accordance with pre-determined and published conditions,
- b) Announce the opening of waiting lists, in papers of general circulation, minority community papers and newsletters, and radio and television Public Service Announcement slots when waiting lists fall below acceptable levels,
- c) Prepare and update, as needed, a Rent Reasonableness survey that meets HUD requirements, to compare and evaluate rents and ensure fair market value,

- d) Determine tenant rental share,
- e) Provide notice to software vendor to issue rent payments to landlords based on State and HUD established rules and rates,
- f) Provide for Initial inspection for new units and inspect housing units on an annual basis and in response to complaints received, as necessary,
- g) Execute contracts with landlords,
- h) Maintain a Quality Control system that ensures timely re-certification of participants and the accurate determination of tenant and landlord payments,
- i) Maintain an automated operating system capable of compiling and maintaining all landlord and tenant data necessary to support the efficient administration of the programs, including eligibility determination and re-certification,
- j) Maintain an automated payment processing system,
- k) Prepare and submit on a monthly basis management and fiscal reports in a manner and format determined by DOH,
- l) Prepare and submit on a monthly basis, all required HUD forms,
- m) Provide DOH, on a frequency and format determined by DOH, clear and concise reports from the Vendor's database for each of the housing programs.

## Section 5: PROPOSED PROGRAM IMPLEMENTATION

The selected vendor will be required to perform specific implementation tasks to enhance consumer participation in the Section 8 and State-funded Housing Rental Assistance Programs and ensure efficient and effective program administration. The Respondent should describe how it will:

- a) Manage the Section 8 Tenant-Based HCV Program, Project-based Section 8 HCV Program, Section 8 SRO Moderate Rehabilitation Program, and other specialty programs which are referred to in section 2 in accordance with the applicable Federal regulations,
- b) Improve the domestic stability of at-risk families participating in the Section 8 Family Unification program through cooperative efforts with DOH, DCF, and allied state and local community organizations,
- c) Enhance the education, employment skills and economic self-sufficiency of families participating in the Section 8 Family Self Sufficiency Program through linkages with state and local community organizations,
- d) Manage the Rental Assistance Program in accordance with the applicable State rules and regulations. Included in managing the RAP program, the Respondent must describe how it will assist individuals and families participating in the various state funded housing programs mentioned above (PSHI, MFP, FUP, etc.),
- e) Determine eligibility certification and annual or interim re-certifications 30 days prior to the annual lease renewal date,
- f) Ensure through an established evaluation system that 100% of tenant housing sites meet HUD Housing Quality Standards,

- g) Manage a financial system that ensures the minimum utilization rate of certificates and vouchers at 95% of budget authority and assures timely payments,
- h) Encourage racial and economic integration consistent with fair housing laws and regulations when consistent with an individual or family's wishes,
- i) Maintain a participant review process for determining eligibility and service provision and coordination,
- j) Comply with Fair Housing Act provisions,
- k) Recruit tenants and landlords for participation in the housing programs.
- l) Conduct consumer education workshops for tenants and landlords prior to the receipt of a certificate or voucher and during the application process,
- m) Distribute basic mobility information,
- n) Provide assistance in attempting to resolve disputes between certificate holders and landlords where appropriate,
- o) Implement an Applicant and consumer appeal processes,
- p) Refer tenants to community support services,
- q) Provide communication both written and oral, with non-English speaking applicants and consumers.
- r) Ensure families will have access to safe, stable, decent, and affordable housing in all areas of the state,
- s) Ensure families will be able to choose and secure housing in the neighborhoods and towns of their choice, and
- t) Direct client contact is available and open access in person on- sites and through telephone contact. Landlord and tenant telephone calls must be responded to in a promptly, either addressed immediately or returned within one business day unless the specific circumstance requires immediate attention.

## Section 6: PROGRAM MEASURES AND PROGRAM REPORTING

The selected vendor will be required to provide DOH with periodic program reporting consistent with HUD and DOH requirements. At a minimum, DOH will utilize the program measures listed below to determine the extent to which program standards and expected participant outcomes are fulfilled. The Respondent should describe how it will be able to report on the following program measures:

- a) Percentage of families moving from "core" cities to suburbs or an equivalent measure of movement from areas of poverty concentration to de-concentration,
- b) Time periods for notice of the first rent payment and on-going monthly payments for software vendor to issue,
- c) Time periods for initial and annual lease renewal and housing inspections,
- d) Percentage of housing units approved on initial and annual lease renewal inspection and percentage of those rejected on re-inspection.
- e) Time periods for tenants to find units,
- f) Number of new participating landlords,

- g) Number of housing units at, below or above the Fair Market Rent rate,
- h) Number of tenant-landlord complaints resolved through vendor intervention and
- i) Number of families voluntarily relinquishing their voucher or certificate and/or terminated for just cause.

## Section 7: PROPOSAL SUBMISSION OVERVIEW

### Submission Format Information

1. Required Outline. All proposals must follow the required outline presented in Section 8 -Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. Cover Sheet. All proposals must a cover sheet outlined in Section 8
3. Transmittal letter- All proposals must a cover sheet outlined in Section 8
4. Table of Contents. All proposals must include a Table of Contents that conforms with the required proposal outline.
5. Executive Summary. Proposals must include a high-level summary, not exceeding two (2) pages of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP.
6. Attachments. Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
7. Style Requirements. THIS IS AN ELECTRONIC SUBMISSION
8. Pagination. The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
9. Declaration of Confidential Information. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In subsection \_\_\_ of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. EXAMPLE: Section G.1.a. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer 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).
10. Conflict of Interest - Disclosure Statement. Proposers 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 proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] 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."*

## **Evaluation Of Proposals**

1. **Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Agency will conform with its written procedures for POS and PSA 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). Final funding allocation decisions will be determined during contract negotiation.
2. **Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Commissioner will approve the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.
3. **Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Agency will reject any proposal that deviates significantly from the requirements of this RFP.
4. **Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for

activities in which the Commissioner or Agency Head considers there are not adequate respondents.

5. **Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
6. **Appeal Process.** Proposers may appeal any aspect the Agency's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Agency head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
8. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

## Section 8: REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

1. Cover Sheet
2. Transmittal letter
3. Table of Contents
4. Executive Summary
5. Main Proposal
6. References
7. Attachments (clearly referenced to summary and main proposal where applicable)
8. Declaration of Confidential Information
9. Conflict of Interest - Disclosure Statement
10. Statement of Assurances
  1. Cover Sheet

The Respondent must use the Agency Cover Sheet capturing the following information:

- RFP Name or Number:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

*Legal Name* is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

### 2. Transmittal letter

Which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Please limit this section to no more than three (3) pages.

### 3. Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

### 4. Proposer Executive Summary

The page limitation for this section is two (2) pages briefly describing how the Respondent meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

### 5. Main Proposal

#### Organization Requirement (all applicants)

A responsive proposal should include a summary of the Respondent's overall qualifications to manage a DOH contract. At a minimum, the Respondent must include the following specific details regarding the Respondent's organization:

- a) Purpose/Mission:  
Describe how your proposed program fits within your organization's mission and current programs configuration. Summarize the services you currently provide and demonstrate how you would be able to manage these programs on a statewide level.
- b) Entity Type/Years of Experience
  - List entity type
  - List years of experience
- c) Qualifications and Experience
  - Summarize your ability to administer state and/or federal grants.
  - Describe the Respondent's familiarity and sensitivity with managing the proposed program and provide data regarding past performance in administering programs consistent with the required areas in this RFP.
  - Describe any potential risks to DOH and risks that could be encountered by acting as a department vendor and if any, propose solutions or approaches for managing those risks.
  - Please limit this section to no more than five (5) pages.
- d) Written Narrative on Proposed Service Approach
  - Include a proposed Organizational Chart and explain how each member will operate and implement your proposed plan for Section 8 and RAP.
  - Please limit this section to no more than five (5) pages

### 6. References

Provide three specific programmatic references (contact information only, not letters of reference). References must be persons able to comment on the Respondent's capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance.

## 7. Attachments

Attachments other than the required attachments identified are not permitted and will not be evaluated. See the Proposal Checklist in Appendix \_ for a list of relevant attachments. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.

- a. Budget Template
- b. Pricing Format
- c. List of proposed subcontractors with whom you anticipate hiring along with their experiences and qualifications.
- d. Résumés of Key Personnel
- e. Audited Financial Statements
- f. IRS Determination Letter

## 8. Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer 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).

## 9. Conflict of Interest – Disclosure Statement

Proposers 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 proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] 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."*

## 10: Statement of Assurances

Place after Conflict of Interest-Disclosure Statement. Sign and return Section11B.

## Section 9: PRICING FORMAT

### Option A: Time and Materials

The Respondent proposes to perform all work described herein and comply with all requirements as part of the advertisement for Data Management and Reporting Services. The Contractor will be compensated upon completion of Task Orders in accordance with DOH billing policy. Provide the name resumes and the Hourly Rates for the proposed positions.

Position	Quantity	Name	Total Program Hours	Rate	Sub-Total
Proposal Total					

### Option B: Per Unit Fee

The Respondent proposes to perform all work described herein and comply with all requirements as part of the advertisement for Data Management and Reporting Services. The Contractor will be compensated upon completion of Task Orders in accordance with DOH billing policy. Provide the name resumes and the Hourly Rates for the proposed positions.

Program	Subprogram	Number of Voucher Units
Section 8	FUP	432
Section 8	VASH	310
Section 8	FSS	76
Section 8	HCV	7,959
Section 8	Moderate Rehab	11
RAP	FUP	430
RAP	PSHI	690
RAP	DRAP	119
RAP	CCR	892
RAP	SIF	114

RAP	MFP	1,407
RAP	DDS	6
RAP	CHFA	39
RAP	VASH	41
RAP	SRAP	835
RAP	CHESS	202
RAP	MOU	409
RAP	RAP	1,346
<b>TOTAL</b>	<b>-</b>	<b>15,318</b>

## Section 10: MANDATORY PROVISIONS

### **Pos Standard Contract, Parts i and ii**

*By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:*

*Part I* of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS 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 POS contract. Part II is available on OPM's website at: [http://www.ct.gov/opm/fin/standard\\_contract](http://www.ct.gov/opm/fin/standard_contract)

#### **Note:**

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected proposer (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.

### **Assurances**

*By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:*

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency 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 proposer, contractor, or its agents or employees.
3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the



proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

## **Terms and Conditions**

*By submitting a proposal in response to this RFP, a proposer 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 Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Agency 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 proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

## **Rights Reserved to the State**

*By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:*

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.
2. **Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.

7. Clerical Errors in Award. The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. 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 proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
8. Key Personnel. When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

## **Statutory and Regulatory Compliance**

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

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). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer 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.
3. Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements Representation, C.G.S. § 4a-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

4. Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_11\\_notice\\_only.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf)
5. Gifts, C.G.S. § 4-252. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

6. Iran Energy Investment Certification C.G.S. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of

the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This 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 authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected, and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

8. Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

## Section 11: APPENDIX

### **A. ABBREVIATIONS / ACRONYMS / DEFINITIONS**

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

*Contractor:* a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP

*Proposer:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.

*Prospective Proposer:* a private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP, but has not yet done so

*Subcontractor:* an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Agency as a result of this RFP.

**B. STATEMENT OF ASSURANCES**

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

The undersigned Respondent affirms and declares that:

General

- a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
- b. The Respondent will deliver services to the Agency the cost proposed in the RFP and within the timeframes therein.
- c. The Respondent will seek prior approval from the Agency before making any changes to the location of services.
- d. Neither the Respondent or any official of the organization nor any subcontractor or the Respondent or any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
- e. Neither the Respondent or any official of the organization nor any subcontractor or the Respondent or any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

## **C. PROPOSAL CONTENT CHECKLIST**

PLEASE SUBMIT ALL DOCUMENTS TO:

<https://app.smartsheet.com/b/form/bbe58fc7bb964b6f8558e467b7d73f67>

- Cover Sheet including required information:
  - RFP Name or Number
  - Legal Name
  - Street Address
  - Contact Person
  - E-Mail Address
  - Authorized Official
  - FEIN
  - Town/City/State/Zip
  - Phone Number
  - Title
  - Signature
  
- Transmittal Letter
- Table of Contents
- Executive Summary: high-level summary of proposal and cost
- Main proposal body answering all questions with relevant attachments. *Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification. Additional attachments may include:*
  - Staffing plan with FTE status
  - Agency and program organizational chart detailing reporting structure
  - Staff resumes and applicable licensures.
  - Work plan describing organization's efforts, progress, or plans to diversify workforce.
  - Detailed plan on cultural competence and humility in service delivery
  - Memoranda of Agreement/Understanding with referral partners
  - Copies of applicant-created and/or evidence-based model intake, eligibility, enrollment, and assessment forms
  - Written financial policies and procedures.
- IRS Determination Letter (for nonprofit proposers)
- Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant for proposers whose organizations have been incorporated for less than two years. *Agencies may swap in use of EARS system if applicable.*
- Proposed budget, including budget narrative and cost schedules for planned subcontractors if applicable.
- List of proposed subcontractors with whom you anticipate hiring along with their experiences and qualifications.
- Resumes of Key Personnel
- References
- Conflict of Interest Disclosure Statement
- Statement of Assurances

### Formatting Checklist

- Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- Is the main body of the proposal within the page limit?
- Is the proposal in 12-point, Times New Roman font?
- Does the proposal format follow normal (1 inch) margins and 1 ½ line spacing?
- Does the proposer's name appear in the header of each page?
- Does the proposal include page numbers in the footer?
- Are confidential labels applied to sensitive information (if applicable)?