

PROCUREMENT NOTICE
State of Connecticut
Department of Children and Families
LEGAL NOTICE

The State of Connecticut, Department of Children and Families is seeking proposals for **School of Origin Transportation**.

The DCF-Credentialed School of Origin Transportation Service was implemented as a result of the Fostering Connections to Success and Increasing Adoptions Act of 2008, Public Law 110-351, that required the Department of Children and Families to minimize changes in the educational placement of children in its care and custody and, whenever it is in their best interests, ensure that they remain in the school they were attending before any initial or subsequent change in placement.

Rational for this Act was based on research that demonstrated children who change schools frequently due to changes in foster care placements or congregate care settings are more likely to fall behind their peers, have negative school experiences and drop out of school before graduation. The Department is currently providing School of Origin Transportation to over 350 children and youth across the state.

Through this procurement, the Department is seeking to contract with one provider to manage the Administrative and Support Functions of School of Origin Transportation, and for the provider to use 1 of 3 service methods (defined herein) to provide the actual transportation of children to/from their School of Origin.

The Request for Proposals is available in electronic format on the State Contracting Portal at:

https://biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2

on the Department's website at:

<https://portal.ct.gov/DCF/Contract-Management/Home>

or from the Department's Official Contact:

Name: Stacie Albert
Address: 505 Hudson Street / Hartford, CT 06106
Phone: 860 550-6543
E-Mail: Stacie.Albert@ct.gov

A printed copy of the RFP can be obtained from the Official Contact upon request.

Deadline for submission of proposals is **March 1, 2019**.

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. **RFP Name or Number.** RFP #190111007 / School of Origin Transportation
2. **Summary.** The purpose of this request is to procure a service provider to plan, coordinate and directly provide or ensure provision of safe and timely school transportation to DCF placed children.
3. **Synopsis.** The Department envisions establishing 1 statewide contract for the Administration and Support functions related to school transportation for DCF-involved children, with the additional provision of direct transportation services either directly, through use of DCF's contracted credentialed provider network, or partial direct transportation with supplemental use of DCF's contracted credentialed provider network. The Administration and Support function of this program will be flat-funded, while any direct transportation services will be funded through a rate established through negotiation with the Department. Selected providers will be expected to enter into a contractual arrangement with DCF to provide services in accordance with the needs of the Department.
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
 - 0600: Services (Professional, Support, Consulting and Misc. Services)
 - 0803: Transportation Related Services
 - 2000: Community and Social Services

■ B. 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)
DMHAS	Department of Mental Health and Addiction Services
FOIA	Freedom of Information Act (CT)
FTE	Full Time Equivalent
FY	State Fiscal Year (July 1-June 30)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
NIMH	National Institute of Mental Health
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)
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 Department as a result of this RFP
- *proposer:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP

- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Department 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 Department as a result of this RFP

■ C. INSTRUCTIONS

1. **Official Contact.** The Department 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 Department. Proposers, prospective proposers, 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 RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Stacie Albert
Address: 505 Hudson Street / Hartford, CT 06106
Phone: 860 550-6543
E-Mail: Stacie.Albert@ct.gov

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

2. **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:

- Department's RFP Web Page
<https://portal.ct.gov/DCF/Contract-Management/Home>
- State Contracting Portal
https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and 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.

Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

- Total Funding Available: To be determined
- Number of Awards: One
- Per Contract Funding: See Synopsis (Section I.A.3)
- Contract Term: 1-5 Years, at the discretion of the Department

4. Eligibility. Applications will only be accepted from public or private organizations in good standing with the State of Connecticut. Proposals from applicants who appear on the United States General Services Administration Excluded Parties List or the State Debarred Contractors List will not be considered. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

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

- The agency must possess a current, valid Connecticut Business License, and must provide proof of such with submission of the proposal;
- The agency must not appear on the United States General Services Administration Excluded Parties List or the State Debarred Contractors List;
- Staff assigned to the program must be able to successfully pass DCF and State child and criminal background checks;

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

- RFP Planning Start Date: **September 1, 2018**
- RFP Released: **January 11, 2019**
- RFP Conference: **1:00 PM / January 24, 2019**
- Deadline for Questions: **3:00 PM / January 25, 2019**
- Answers Released: **January 30, 2019**
- Letter of Intent Due: **3:00 PM / February 6, 2019**
- Proposals Due: **3:00 PM / March 1, 2019**
- (*) Proposer Selection: **March 15, 2019**
- (*) Start of Contract Negotiations: **March 29, 2019**
- (*) Start of Contract: **May 1, 2019**

7. Letter of Intent. A Letter of Intent (LOI) is required for this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by US mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, and e-mail address. It is the sender's responsibility to confirm the Department's receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

8. Inquiry Procedures. All questions regarding this RFP or the Department's procurement process must be directed, in writing, 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, except at the RFP Conference, during which questions will be accepted and answered verbally, recorded, and included with the final release of Questions and Answers. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written 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 Department will publish any and all amendments to this RFP on the State Contracting Portal and, on the Department's RFP Web Page.

- 9. RFP Conference.** An RFP conference will be held to answer questions from prospective proposers. Attendance at the conference is **non-mandatory**, but highly recommended. Copies of the RFP will not be available at the RFP Conference. Prospective proposers are asked to bring a copy of the RFP to the conference. At the conference, attendees will be provided an opportunity to submit questions, which the Department's representatives may (or may not) answer at the conference. Any oral answers given at the conference by the Department's representatives are tentative and not binding on the Department. All questions submitted will be answered in a written amendment to this RFP, which will serve as the Department's official response to questions asked at the conference. 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 amendment on the date established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page.

- Date: **January 24, 2019**
- Time: **1:00 PM**
- Location: **Beacon Health Options
500 Enterprise Drive / Rocky Hill, CT
Hartford Room (3rd Floor)**
**valid ID required*

- 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:

- Due Date: **March 1, 2019**
- Time: **3:00 PM**

Faxed or e-mailed proposals, other than email submission of an electronic copy when submitted in conjunction with all other submission requirements, will not be evaluated. When hand-delivering proposals by courier or in person, allow extra time due to building security procedures. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time may be accepted by the Department as a clerical function, but late proposals will not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- eight (8) conforming copies of the original proposal; and
- one (1) conforming electronic copy of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

The electronic copy of the proposal must be emailed to the Official Agency Contact for this procurement. The subject line of the email must read: **School of Origin Transportation RFP Electronic Proposal Submission**. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

- 11. Multiple Proposals.** The submission of multiple proposals in response to this RFP is not permitted. The Department is requiring the submission of only one (1) proposal per applicant.
- 12. 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. In Section C 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).
- 13. 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 Department 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."*

■ D. PROPOSAL FORMAT

- 1. Required Outline.** All proposals must follow the required outline presented in Section IV–Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
- 2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by the Department in Section IV.I – Forms.
- 3. Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline. (See Section IV.)
- 4. Executive Summary.** Proposals must include a high-level summary, not exceeding 1 page, of the main proposal and cost proposal.
- 5. Attachments.** Attachments other than the required Appendices or Forms identified in Section IV 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.

6. Style Requirements. Submitted proposals must conform to the following specifications:

- Binding Type: Loose Leaf, Bound with a Butterfly Clip
- Dividers: No Dividers
- Paper Size: Standard Letter
- Print Style: 2-sided
- Page Limit: 20 Single-Sided (10 sheets of Paper, printed Double-Side) for Section IV.F (Main Proposal)
- Font Size: 12
- Font Type: Times New Roman
- Margins: Normal
- Line Spacing: 1.5

7. 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.

8. Packaging and Labeling Requirements. All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

■ **E. EVALUATION OF PROPOSALS**

1. Evaluation Process. It is the intent of the Department 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 Department will conform with 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. Screening Committee. The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening 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. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.

3. Minimum Submission Requirements. All proposals must comply with the requirements specified in this RFP. 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) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.

4. Evaluation Criteria (and Weights). Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are disclosed below.

• Organizational Profile	5 points
• Qualifications / Licensure	5 points
• Scope of Service – Administration & Support	15 points
• Scope of Service – Direct Service Delivery	15 points
• Staffing Plan	10 points
• Implementation Plan	5 points
• Data and Technology	15 points
• Financial Profile	5 points
• Budget and Budget Narrative	25 points

Note:

As part of its evaluation of the Staffing Plan, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer 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 proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.
6. **Debriefing.** Within ten (10) days of receiving notification from the Department, 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 Department 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 Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
7. **Appeal Process.** Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department 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 Department 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 Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

■ A. 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

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.

■ B. 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 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 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 Department 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 Department for press releases that relate in any manner to this RFP or any resultant contract.

■ **C. 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 Department 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 Department 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 Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, 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 Department. The Department 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 Department. At its sole discretion, the Department 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 Department, 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 Department 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 Department 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 Department 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 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 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 Department and, if required, by the Attorney General's Office.

■ **D. 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 Department.
- 2. Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP 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 Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, 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 Proposals.** The Department 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 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 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 Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a 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 Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department 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 Department.

■ E. 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 insure 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.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include 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 http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.

- 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 a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer 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 http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

- 5. Nondiscrimination Certification , C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer 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 http://www.ct.gov/opm/fin/nondiscrim_forms
IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

III. PROGRAM INFORMATION

■ A. DEPARTMENT OVERVIEW

The mission of the Department of Children and Families is: “***Working together with families and communities for children who are healthy, safe, smart and strong.***” To that end, the Department has issued seven (7) cross-cutting themes that guide all DCF operational units in advancing the mission and strategies of the Agency:

1. implementing strength-based family policy, practice and programs;
2. applying the neuroscience of early childhood and adolescent development;
3. expanding trauma-informed practice and culture;
4. addressing racial inequities in all areas of our practice;
5. building new community and agency partnerships;
6. improving leadership, management, supervision and accountability; and
7. becoming a learning organization.

Using these themes, the Department has implemented and strives to adhere to the following strategies:

1. increasing investment in prevention, health promotion, early intervention and educational success;
2. strengthening family-centered practice;
3. expanding regional networks of in-home and community services;
4. continuing congregate care rightsizing and redesign;
5. addressing the needs of identified populations of children and families;
6. increasing DCF and community partnerships;
7. supporting the public and private sector workforce;
8. managing ongoing DCF operations and change initiatives; and
9. improving revenue maximization and development of new investment resources

The Department of Children and Families was instituted by the Connecticut General Assembly as the Department of Children and Youth Services in May, 1969. In 1974, child welfare services were transferred to the Department, with children’s mental health services and a unified school district for children in the Department’s care and custody added one year later and substance abuse services for children and youth 13 years after that (in 1988). The Department’s name (Children and Families) was officially changed through legislation in 1993, to reflect the Department’s still-evolving mission of providing child-centered, family focused, community-based programs and services throughout Connecticut.

In 1987, the Department instituted a regional management model, strengthening community-based services through grants and child-centered social work practice. Six regions began managing grants and contracted services within assigned geographical locations, thus cementing the Department’s partnerships with local, area community service providers. Since that time, the Department’s contracted service milieu has grown to encompass approximately 80 contracted services types provided by 99 community service agencies providing 400 individual programs to Connecticut’s children and their families.

■ B. PROGRAM OVERVIEW

1. Department’s Philosophy

The Department of Children and Families (DCF) is a social and human services agency with a child protection mandate. In the event children are relocated to a new home, it may be necessary to transport them from their new home to their school of origin. DCF currently has

credentialed a network of School Transportation companies that provide service throughout the State. While effectively providing for the transportation needs of the children in its care, DCF and its credentialed providers have been unable to group trips effectively in such a way as to generate cost savings, while inaccurate pricing and variability, along with issues of service verification, have led to inefficient processing of accounts payable and loss of federal revenue.

On an average annual basis, DCF currently provides, through its credentialed network, transportation for approximately 350 students daily. The following is the average daily utilization by DCF Area Office of the number of children accessing School of Origin Transportation:

Region 1	39
Bridgeport	26
Norwalk	13
Region 2	39
Milford	26
New Haven	13
Region 3	62
Middletown	4
Norwich	38
Willimantic	20
Region 4	84
Hartford	24
Manchester	60
Region 5	82
Danbury	21
Torrington	12
Waterbury	49
Region 6	44
Meriden	15
New Britain	29

The area office location indicates the geographic area of the school of origin. The new home address may be outside of that area office's geographical area. This listing is offered only as an example to provide a frame of utilization reference to applicants. Each child's need to continue to be transported to their school of origin is assessed by DCF staff on a quarterly basis to determine if continued placement in the school of origin is still in the best interests of the child. Additionally, the number of children accessing this service is fluid, with children added to the transportation list throughout the year. We estimate the number of children to be transported will remain at approximately 300-400 at any given time.

With this procurement, the Department is seeking to re-design its School of Origin Transportation program. The Department envisions establishing a direct contract with one (1) statewide entity to manage all Administrative and Support Functions (defined below) for the program. That entity must also either directly provide all or a portion of actual transportation of children or utilize DCF's currently contracted credentialed provider network to provide actual transportation of children (defined below).

Proposals must include all areas of the Administrative and Support Functions and 1 option from the Direct Transportation Service Delivery section. The selected contractor will be responsible for providing the Administrative and Support service to the entire State.

Administrative and Support Functions- Service Requirements:

1. a system to accept referrals and change requests from the Department between the hours of 8:00 am and 5:00 pm Monday through Friday;
2. a system to match and group trips to ensure the most efficient utilization of resources;
3. a system to dispatch drivers Monday through Friday to meet all required transports;
4. a system to notify DCF Social Worker and family regarding transportation arrangements;

5. a system to provide support to ensure all trips occur timely and safely. This component will require staffing of the provider's operation center during all hours of child transport;
6. a system to provide a quality assurance tracking system for each transport;
7. a system to receive and record complaints regarding service quality and performance;
8. a system that provides the capability to batch all authorized payments on a monthly basis; and
9. provision of a listing, on a monthly basis, to DCF Central Office Administration of the children being transported including the DCF Area Office, Social Worker, Case ID, the to and from addresses, and the instances of service.

Direct Transportation Service Delivery – Service Requirements:

The selected Administrative and Support Provider will be required to arrange for the transportation of children using one of the 3 following options:

Option A: Directly provide all transportation services, statewide for all DCF Regions and Area Offices, to include the supply of vehicles and drivers. All vehicles and drivers must meet all applicable DMV, DOT, State and Federal School transportation requirements. Under this option, partnership with existing credentialed providers or school transportation entities for the direct provision of transportation services will be allowed.

Option B: Utilize DCF's credentialed private provider network for all School Transportation statewide. This option would not require the Contractor to provide any direct transport services, but would instead rely on the Contractor's coordination with DCF's credentialed provider network for the direct transportation of children.

Option C: Both directly provide the transportation service, including the supplying of vehicles and drivers in combination with utilizing DCF's current credentialed private provider network for School Transportation. This option would allow the Contractor to provide direct transportation services through its staff for a certain portion(s) of the State, while relying on DCF's credentialed provider network to provide direct transportation services for the remainder of the State.

DCF has assembled a fully credentialed network of drivers with vehicles. If the proposal includes utilizing this credentialed network for all or some portion of the transports, the proposal should detail how the currently credentialed providers would be integrated into the proposed service network.

■ **C. MAIN PROPOSAL COMPONENTS**

1. Organizational Profile (5 points)

- (a) Purpose / Mission / Philosophy: Briefly describe the purpose, mission and philosophy of the agency.
- (b) Entity Type / Years of Operation: Please provide a brief history of the agency and the proposed area of work for which applying.
- (c) Organizational Structure: Please describe the agency's organizational structure and where this area of work will fit within that structure. Please include a Table of Organization as Appendix 4.
- (d) Corrective Action: If the agency received any sanctions by the Department of Motor Vehicles or the Department of Transportation in the past two (2) years, proposals must identify the program, the primary problem(s), and how the problem(s) was (were) addressed.

2. Qualifications / Licensure (5 Points)

Please describe your agency's experience providing the kinds of services being requested through this RFP.

All applicants will be required to possess a CT Business License. Proof of such must be provided in the applicant's proposal as Appendix 5.

If Direct Transportation Service Delivery Options A or C are being proposed, proposals must include the degree to which the applicant possesses appropriate licensure to provide transportation services to children.

3. Scope of Services- Administration and Support (15 points)

Provide a detailed plan for how your organization will deliver the requirements of each of the identified Administrative and Support Functions:

- (a) a system to accept referrals and change requests from the Department between the hours of 8:00 am and 5:00 pm Monday through Friday;
- (b) a system to match and group trips to best ensure best utilization of resources;
- (c) a system to dispatch drivers Monday through Friday to meet all required transports;
- (d) a system to notify DCF Social Worker and family regarding transportation arrangements;
- (e) a system to provide support to ensure all trips occur timely and safely. This component will require staffing of the provider's operation center during all hours of child transport;
- (f) a system to provide a quality assurance tracking system for each transport;
- (g) a system to receive and record complaints regarding service quality and performance;
- (h) a system that provides the capability to batch all authorized payments on a monthly basis; and
- (i) provision of a listing, on a monthly basis, to DCF Central Office Administration of the children being transported including the DCF Area Office, Social Worker, Case ID, the to and from addresses and instances of service.

4. Scope of Services- Direct Transportation Service Delivery (15 points)

Identify which option from the Direct Transportation Service Delivery section above your agency plans to utilize and rationale for this decision.

Provide a detailed plan on how your organization will deliver the requirements of this service, including the process for on-boarding drivers, ensuring appropriate licensure of each driver, etc. If the plan includes utilizing the current credentialed providers, include how they would be integrated into the proposed service network.

If choosing Option A and utilizing a partnership of existing credentialed provider or transportation entities, formalized Letters of Agreement with each partner must be included in Section H of the proposal, as Appendix 6.

Note: Applicants may submit for more than one (1) option under this section. If choosing to submit for more than one (1) option, the proposal should be written with the applicant's first choice detailed in the full proposal. The applicant's second choice may be included as a supplemental Appendix to the proposal, labeled Appendix 8 Supplemental Direct Transportation Option. Appendix 8 must include a new C.4, C.5 and C.6, but does not need to reiterate any other part of the Main Proposal (see Section D below for instructions on completion of a supplemental budget).

5. Staffing Plan (10 Points)

- (a) Staff Categories: Provide the staffing model for each proposed area of work for which you are applying, including the extent to which they have or will have the appropriate training and experience to perform assigned duties.
- (b) Background Checks: Describe how Providers will ensure that all employment candidates receive a criminal record and DCF abuse/neglect background check;
- (c) Staff Retention: Proposals must also include:
 - A staff retention plan detailing measures taken to reduce staff turnover;
 - A description of how staff will be recruited and selected; and
 - A description of how the program will continue to provide services that are timely, effective, and true to the model if sickness, training, vacancies, leaves of absence, etc. make regularly scheduled staff unavailable.

6. Implementation Plan (5 points)

- (a) Describe the agency's plan to collaborate and communicate with staff at DCF; and
- (b) Please detail your organization's planned steps and timeframe for reaching full operating capacity for the area of work for which you are applying.

7. Data and Technology (15 points)

Describe your agency's prior success in the area of collecting data and operating systems for monitoring and evaluating services. Include a description of your experience utilizing systems to batch, route and track transportation services, as well as a detailed description of what systems will be implemented and utilized for the services described herein.

D. COST PROPOSAL COMPONENT**1. Financial Requirements (5 points)**

Proposers must submit cover letters from their auditor for the last 3 annual audits of their agency, included in Section H of the proposal as Appendix 7. If less than 3 audits were conducted, detail must be provided as to why, and any supporting documentation assuring the financial efficacy of the applicant agency should be included (i.e. an accountant prepared financial statement, a tax return, a profit and loss statement, etc.).

If the 3 most recent audits are available via the Office of Policy and Management's EARS system, such may be noted in the proposal, and cover letters from the audit need not be included in the proposal.

2. Budget Requirements (25 points)

Rates for the Direct Transportation Service portion of this program will be established as follows:

Option A: Applicant must propose the set rate for transport services;

Option B: Credentialed providers will be paid utilizing the DCF-established rates; and

Option C: Applicant must propose the set rate for the portion of the direct transport services handled by their agency; credentialed providers will be paid utilizing the DCF-established rates.

If Direct Transportation Services Options A or C are being proposed, the proposal must include the applicant's proposed rate schedule for direct transportation, including the hourly rate for each child and any cost savings for batching trips with multiple children in the same vehicle.

If Direct Transportation Services Option B or C are being proposed, the resulting Contractor, as part of their services will be expected to receive the DCF requests for transport and calculate the costs of the transport prior to assigning the service to a DCF-credentialed provider. This calculation must be completed utilizing the DCF-promulgated rate schedule for School of Origin Transportation services. In no cases will the credentialed provider be utilized to calculate their own rates/costs of transport. This obligation will fall completely within the purview of the Contractor awarded as a result of this RFP.

Using the Consolidated Budget Form identified in the RFP, prepare an annualized program budget for the Administration and Support function of the program. If Direct Transportation Services Option B or Option C is being proposed, the Consolidated Budget should also include all costs associated with collaboration with DCF's credentialed provider network. Use the Budget Narrative to clarify and provide backup detail for proposed expenditures and in-kind contributions. The Budget and Budget Narrative should clearly relate to the program outcomes.

Startup costs in addition to Year 1 operating costs are allowable under this procurement. Startup costs are defined as one-time costs associated with the implementation of the program. Startup costs should be listed as 1 line item in the Consolidated Budget Form, and defined by individual line item and cost in the Budget Narrative.

Note: Applicants submitting for more than one (1) option under the Direct Transportation Service Deliver section must submit a secondary budget and narrative for any additional option. The budget and narrative must be submitted via Section H of the proposal, as Appendix 9.

To access the Consolidated Budget Form, please go to:
<https://portal.ct.gov/DCF/Contract-Management/Home>

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1. **Appendix #1 Gift & Campaign Contribution Certification**
2. **Appendix #2 Consulting Affidavit**
3. **Appendix #3 CHRO Contract Compliance Package, Parts I-III**

The CHRO Package should be accessed from the DCF Internet site
https://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf

4. **Appendix #4 Table of Organization**
5. **Appendix #5 CT Business License**
6. **Appendix #6 Letters of Agreement (if required)**
7. **Appendix #7 Financial Profile (if required)**
8. **Appendix #8 Supplemental Direct Delivery Option (if necessary)**
9. **Appendix #9 Supplemental Budget/Narrative (if necessary)**

V. ATTACHMENTS

I. Attachment #1: Letter of Intent

To be completed and submitted to the Official Agency Contact for this procurement by the due date delineated in this RFP.

II. Attachment #2: Proposal Cover Sheet

To be utilized as Page 1 of all proposals (as indicated in Section IV.A of this RFP).

III. Attachment #3: Gift & Campaign Contribution Certification

To be completed and submitted with all proposals (as indicated in Section IV.H (1) of this RFP).

IV. Attachment #4: Consulting Affidavit

To be completed and submitted with all proposals (as indicated in Section IV.H (2) of this RFP).

Attachment #1**LETTER OF INTENT**

(MANDATORY NON-BINDING)

Date: _____

Our agency is planning to apply for funding in response to the RFP entitled ***School of Origin Transportation.***

In addition to the Administration & Support functions described in the RFP, we intend to apply for the Direct Transportation Component:

☐ **Option A**

Statewide, Direct
Transport

☐ **Option B**

Use of statewide DCF-
credentialed providers

☐ **Option C**

Partial direct transportation /
Partial use of credentialed providers

If proposing Option C, we intend to propose direct transportation for the following Region(s):

☐ **REGION 1**

Bridgeport, Norwalk

☐ **REGION 2**

New Haven, Milford

☐ **REGION 3**

Middletown, Norwich, Willimantic

☐ **REGION 4**

Hartford, Manchester

☐ **REGION 5**

Waterbury, Danbury, Torrington

☐ **REGION 6**

New Britain, Meriden

AGENCY NAME:
FEIN:
AGENCY ADDRESS: (street, city ,state, zip)
AGENCY CONTACT:
POSITION/TITLE:
TELEPHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:

Mandatory Letter of Intent must be received by **3:00 p.m.** on **February 6, 2019** to **Stacie Albert.**

Attachment #2

PROPOSAL COVER SHEET***School of Origin Transportation
Request for Proposals*****Name of
Agency:****Address****Application
Contact Person:****Contact Person
Phone & Fax:****Contact Person
Email Address:**

In addition to the Administration & Support functions described in this proposal, the proposal includes the provision of Direct Transportation Option:

☐ **Option A**Statewide, Direct
Transport☐ **Option B**Use of statewide DCF-
credentialed providers☐ **Option C**Partial direct transportation /
Partial use of credentialed providers

If this proposal includes utilizing Option C, we propose to provide direct transportation for the following Region(s):

☐ **REGION 1**

Bridgeport, Norwalk

☐ **REGION 2**

New Haven, Milford

☐ **REGION 3**

Middletown, Norwich, Willimantic

☐ **REGION 4**

Hartford, Manchester

☐ **REGION 5**

Waterbury, Danbury, Torrington

☐ **REGION 6**

New Britain, Meriden

This application must be signed by the applicant's executive director or other individual with executive oversight for agency services delivered in Connecticut

By submitting this application, I attest that all the information included within the application is true.

Signature: _____ Date: _____

Name (Printed): _____ Title: _____

Attachment #3

**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or

their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

Attachment #4
**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Contractor

Signature of Principal or Key Personnel

Date

Printed Name (of above)

Awarding State Agency