

**Connecticut Office of Early Childhood Birth to Three System
Comprehensive Early Intervention Service Program
or Hearing Specialty Support Provider
Request for Proposals Number OEC-B23-2019
Legislative Authority
IDEA Part C
Connecticut General Statutes Sections 17a-248, 17b-3, 38a-490a**

Mandatory Provisions

This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including the standard Purchase of Service contract, proposer assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The OEC is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

A) Purchase of Service Contract

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the provisions of the State's standard purchase of service contract. Examples of the current contracts are available on the OEC website and can be viewed by searching for "contract" or clicking this link <https://www.ct.gov/oec/cwp/view.asp?A=4547&Q=581074>

Part I of the standard contract is maintained by the OEC and will include the scope of services, contract performance, quality assurance, reports, terms of payment, and other program-specific provisions of any resulting POS contract.

Part II of the standard contract is maintained by the 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.

Since IDEA funds a portion of Birth to Three services, proposers that are selected to develop contracts with the OEC will be required to obtain a DUNS (Data Universal Numbering System) number, receive a CAGE (Commercial And Government Entity) Code number and register in SAM (System for Award Management) in order to proceed with a contract.

B) Assurances

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

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 components 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 respect fair and is made without collusion or fraud.

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 OEC 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, contract, or its agents or employees.

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.

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 OEC may include the proposal, by reference or otherwise, into any contract with the successful proposer.

Press Releases.

The proposer agrees to obtain prior written consent and approval of the OEC 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:

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.

Preparation Expenses.

Neither the State nor the OEC shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.

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.

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.

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.

An 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:

Timing Sequence.

The timing and sequence of events associated with this RFP shall ultimately be determined by the OEC.

Amending or Canceling RFP.

The OEC reserves the right to amend or cancel this RFP on any date and at any time, if the OEC deems it to be necessary, appropriate, or otherwise in the best interests of the State. All amendments to this RFP will be posted on the State Contracting Portal (<https://biznet.ct.gov>). Proposers may also go to www.ct.gov/oec and click the Request for Proposals icon on the State of Connecticut Office of Early Childhood website. Failure to adapt a proposal in accordance with the instructions contained in the amendments may result in a proposal not being considered.

No Acceptable Proposals.

In the event that no acceptable proposals are submitted in response to this RFP, the OEC may reopen the procurement process, if it is determined to be in the best interests of the State.

Award and Rejection of Proposals.

The OEC 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 OEC may waive minor technical defects, irregularities, or omissions, if in its judgment the best interest of the State will be served. The OEC reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

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 rights to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

Contract Negotiation.

The OEC reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The OEC further reserves the right to contract with one or more proposers for such services.

Clerical Errors in Award.

The OEC 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.

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:

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, prevent prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to an 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.

Gift and Campaign Contribution Certification (Form 1)

This certification accompanies a State contract, as defined in Governor Dannel P. Malloy's Executive Order No. 49, with a value of \$50,000 or more in a calendar or fiscal year. The completed form is submitted by the contractor to the awarding State agency at the time of contract execution. The form is also used when an updated certification is needed due to a change in the information contained in the most recently filed certification, for new bids or proposals for a contract, and for updates required at the 12 month anniversary of the most recently filed certification.

Consulting Agreement Affidavit (Form 5)

This certification accompanies a State contract, as defined in Governor Dannel P. Malloy's Executive Order No. 49, with a value of \$50,000 or more in a calendar or fiscal year. The completed form is signed at the time of contract execution by the State agency official or employee authorized to execute the contract on behalf of the awarding State agency.

Affirmation of Receipt of State Ethics Laws Summary (Form 6)

This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution.

When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency.

Iran Certification (Form 7)

Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt

from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

Forms 5, 6 and 7 will be required as part of the proposal. The forms available here <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms> and within the submission tool.