

PROCUREMENT NOTICE

RFP #2011-0913

Youth Violence Prevention Training Program

The State of Connecticut, Department of Public Health is seeking proposals to provide youth violence prevention training for middle and/or high school aged youth. The training will include five multi-session programs in community-based settings, during out of school hours, in different communities statewide. The training program will engage youth in sharing, learning, developing and practicing strategies to reduce violent behaviors and enhance pro-social responses to conflict.

The Request For Proposals is available in electronic format on the State Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or from the Department's

Official Contact:

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The RFP is also available on the Department's website at <http://www.ct.gov/dph/rfp>. A printed copy of the RFP can be obtained from the Official Contact upon request. **Deadline for submission of proposals is no later than 3 p.m. on December 22, 2010.**

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I. GENERAL INFORMATION

This section of the RFP provides general information about the Department's procurement and, most importantly, gives instructions to applicants and prospective applicants about how to comply with the RFP process and how to submit an acceptable proposal for review. Failure to comply with the RFP process or instructions may deem a proposal non-responsive and subject to rejection without further consideration.

■ A. INTRODUCTION

1. **RFP Name or Number.** RFP # 2011-0913 -Youth Violence Prevention Training Program
2. **Summary.** This is a youth violence prevention training proposal. The successful applicant will provide five multi-session programs for middle and/or high school-aged youth in community-based settings, during out of school hours, in different communities statewide. The training program will engage youth in sharing, learning, developing and practicing strategies to reduce violent behaviors and enhance pro-social responses to conflict.
3. **Synopsis.**

The successful applicant will conduct youth violence prevention training sessions that assist middle and high school aged youth with the knowledge and skills to address common issues they face without having fighting as the only option they know or feel competent to use. Decreasing arguments among youth can lead to decreased fighting, assault injuries and deaths. Conflict resolution strategies and mediation are skills that may reduce arguments and fighting and can be included as strategies in this violence prevention training proposal. Since there are higher rates of homicide and assault injuries among Connecticut males, African-Americans, Hispanics and among youth living in urban areas, training program strategies and program content must also have the capacity to be effective with teens who are urban, male, African-American and Hispanic.
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:

3000: Education and Training

■ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DPH	Department of Public Health (DPH)
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
U.S.	United States

- *applicant*: a CT non-profit organization, municipality or local government youth or family service agency, or non-profit community-based youth or family service organization.
- *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 applicant*: a CT non-profit organization, municipal or local government youth or family service agency, or non-profit community-based youth or family service organization that may submit a proposal to the Department in response to this RFP, but has not yet done so.

- *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
(For this RFP, the terms applicant and proposer are interchangeable.)

■ 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. Applicants, prospective applicants, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Applicants or prospective applicants who violate this instruction may risk disqualification from further consideration.

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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**
<http://www.ct.gov/dph/rfp>

- **State Contracting Portal**
http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

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: \$50,000
- Number of Awards: one
- Contract Cost: \$50,000
- Contract Term: March 1, 2010 to September 30, 2011

4. Eligibility. Eligible applicants are:

- Non-profit organizations
- Municipalities and local government youth or family service agencies
- Non-profit community-based youth or family service organizations.

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, an applicant must have the following minimum qualifications:

- Demonstrated capacity to conduct youth violence prevention training programs and engage diverse Connecticut middle and/or high school aged youth in developing and enhancing pro-social violence prevention skills.
- History of and capacity to model pro-social skills in work with youth.
- The capacity and willingness to provide multi-session violence prevention training programs in different communities statewide.
- The capacity and willingness to provide violence prevention training programs during out-of-school time defined as after school, weekends and/or school vacations.
- The capacity to provide programming in community-based settings.
- History of and/or the capacity to provide training that incorporates strategies that engage and are effective with males, African-Americans, Hispanics, and urban youth.
- The capacity and willingness to work with the DPH Project Manager on determining training program sites.
- The capacity and willingness to complete DPH reporting requirements and work with the DPH Project Manager on training program evaluation requirements.

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: June 23, 2010
- RFP Released: November 10, 2010
- Letter of Intent Due: Not Applicable
- Deadline for Questions: November 23, 2010
- Answers Released (Round 1): December 1, 2010
- RFP Conference: Not Applicable
- Answers Released (Round 2): Not Applicable
- Proposals Due: December 22, 2010
- (*) Proposer Selection: January 17, 2011
- (*) Start of Contract Negotiations: January 24, 2011
- (*) Start of Contract: March 1, 2011

7. **Letter of Intent.** A Letter of Intent (LOI) **is not** required by this RFP.
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. 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. If this RFP requires a Letter of Intent, the Department reserves the right to answer questions only from those who have submitted such a letter. 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 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.
9. **RFP Conference.** An RFP conference **will not** be held to answer questions from prospective applicant.
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: December 22, 2010**
- **Time: 3:00 p.m.**

Faxed or e-mailed proposals 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;
- five (5) 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 compatible with *Microsoft Office Word*. 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 **is not** an option with this procurement.
12. **Declaration of Confidential Information.** Applicants are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If an applicant deems that certain information required by this RFP is confidential, the applicant must label such information as CONFIDENTIAL. In Section C of the proposal submission, the applicant must reference where the information labeled

CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the applicant must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the applicant that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. Conflict of Interest - Disclosure Statement. Applicants must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the applicant and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if an applicant tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the applicant 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 applicant must affirm such in the disclosure statement. *Example: "[name of applicant] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ 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 VI. – Application Forms.
3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
4. **Executive Summary.** Proposals must include a high-level summary of the main proposal and cost proposal not exceeding 2 (two) pages.
5. **Main Proposal.** Proposals must address the evaluation criteria detailed in Section I.E.4. The maximum number of pages is not to exceed 10 (ten).
6. **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: Metal clips – no staples
 - Dividers: No dividers.
 - Paper Size: 8 ½" x 11"
 - Page Limit: 12 pages
 - Print Style: 2-sided
 - Font Size: 12 pt.
 - Font Type: Arial or Times New Roman
 - Margins: 1 " all sides

- Line Spacing: Double spaced
7. **Pagination.** The applicant'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 applicant 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 applicants, 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 applicant (or representative of any applicant) to contact or influence any member of the Screening Committee may result in disqualification of the applicant.
- 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 (Weight 10)**
 - The extent to which the applicant has demonstrated successful experience providing similar services.*
 - The extent to which the applicant organization and staff have the necessary expertise, as it pertains to youth violence prevention training, to successfully implement the proposed project.*
 - The extent to which the applicant's staff has experience working with middle and high school aged youth.*
 - The extent to which the applicant's staff has experience working with male, urban, African-American and Hispanic youth.*
 - The extent to which the applicant states a willingness to meet DPH reporting requirements and facilitate DPH site visit(s) to training sessions.*
 - The extent to which the applicant states a willingness to work with the DPH Project Manager on training program locations (5) and evaluation requirements.*
 - The extent to which the applicant has provided two references (with their telephone numbers) who may be contacted to support their description of successful experience in providing these services.*
 - **Scope of Services (Weight 25)**
 - The extent to which all project activities fall within the scope of the proposed youth violence prevention training programs to assist middle and high-school aged youth to reduce arguments, fighting and adopt pro-social alternatives to conflict.*
 - The extent to which the applicant describes how they will conduct and content of each of five multi-session (6 –10 sessions, 20 hours per program) youth violence prevention training program.*
 - The extent to which the applicant describes how they will engage youth in adopting strategies to reduce fighting and implement pro-social responses to conflict.*
 - The extent to which the applicant describes strategies and how they will engage and involve middle and high school aged youth in actively participating in the training sessions.*
 - The extent to which the proposal describes how the applicant will engage and involve males and urban youth.*

The extent to which the applicant proposal describes how they will engage and involve African-American and Hispanic youth.

The extent to which the applicant has described the number of sessions of each program and the content of each session of the multi-session violence prevention training program.

The extent to which the applicant describes their capacity to provide training to a minimum of 10-15 participants per session in each of five multi-session (6 to 10 sessions-20 hours per program) training programs.

- **Staffing Plan (Weight 15)**

The extent to which the applicant organization and staff have the necessary expertise, as it pertains to youth violence prevention training, to successfully implement the proposed project.

The extent to which the applicant describes who will conduct the multi-session youth violence prevention training programs.

The extent to which the applicant has described the profile of staff that will be working on this project including their capacity to clearly and adequately manage the services to be provided.

The extent to which the applicant has described the experience and has provided resumes for staff proposed for the project that have qualifications compatible with the project requirements.

The extent to which the applicant has described the amount of staff time dedicated to the project.

The extent to which the applicant has described the resources available to the staff for managing the services to be provided.

- **Data and Technology (Weight 5)**

The extent to which the applicant describes Microsoft Office, Internet, and email capacity that will facilitate meeting DPH reporting and communication needs and requirements.

The extent to which the applicant describes strategies that use technology if applicable, that will enhance effectiveness with middle and high-school aged youth .

- **Subcontractors – Does not apply.**

- **Work Plan (Weight 25)**

The extent to which the applicant has described a thorough work plan with measureable activities and specific appropriate timelines.

The extent to which the applicant has described a thorough work plan that includes details on how the applicant will provide five, 6-10 session (total 20 hours) youth violence prevention training programs.

The extent to which the applicant describes content of each session of a 6-10 session youth violence prevention training program.

The extent to which the applicant states a willingness to evaluate participant awareness of nonviolent alternatives to fighting.

The extent to which the applicant's hours of operation are suitable or will be adjusted to accommodate the services required for this project.

- **Financial Profile – Does not apply.**

- **Budget and Budget Narrative (Weight 20)**

The extent to which the budget reflects the project time frame and provides a basis of computation for all project-related costs.

The extent to which there is a clear link between proposed budget activities and proposed budget items.

The extent to which the budget encompasses all costs associated with conducting five, 6-10 session (20 hours) violence prevention training programs.

The extent to which staff receiving funding in the budget are connected to the services to be provided.

The extent to which the budget is complete, reasonable, and cost effective in relation to the project.

- **Appendices – Please include resumes and a copy or detailed summary of the curriculum for the proposed violence prevention training program.**

- **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. Applicant 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 applicant is at the discretion of the Department head. Any applicant 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 applicants will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and applicant selection process.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful applicants may contact the Official Contact and request information about the evaluation and applicant 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 applicants 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.** Applicants may appeal any aspect the Department's competitive procurement, including the evaluation and applicant 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 applicant selection process. The email 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

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 Department is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

■ A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the applicant 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, an applicant implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by 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 an applicant 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 applicants 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, an applicant 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 applicant'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 applicant.
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 applicant unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the applicant and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the applicant or for payment of services under the terms of the contract until the successful applicant is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting 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 request for proposal (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 applicant 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 applicants for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from applicants. 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 an applicant and subsequently awarding the contract to another applicant. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract

with the initial applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the applicant.

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 applicant 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

In this section, the Department provides applicants with background information about the Department and program. More specific information is provided about the service that the Department seeks to procure. This information is designed to promote a better understanding of the needs of the Department and its clients and, thus, assist applicants in preparing better proposals in response to this RFP.

■ A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. DPH is the center of a comprehensive network of public health services, and is a partner to local health departments for which it provides advocacy, training and certification, technical assistance and consultation, and specialty services such as risk assessment that are not available at the local level. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the federal government and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities and evaluate the effectiveness of health initiatives. DPH is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the personnel, facilities and programs regulated. DPH is a leader on the national scene through direct input to federal agencies and the United States Congress.

The Mission of the Connecticut Department of Public Health

To protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy;
- Promoting physical and mental health, and
- Preventing disease, injury, and disability.

Purchase of Service Overview

The overall goal of competitive procurement is to achieve an open, transparent, fair contracting process that encourages competition and helps achieve cost-effective, standardized contracts/processes and enhances and achieves accountability by and among contractors. DPH does not currently issue consolidated contracts thereby eliminating the need to unbundle services in order to solicit competition. DPH generally issues multiple contracts within service groups with uniform starting dates conforming to the start of the financial year of the funding source. It is therefore logical to initiate competition for an entire service group when possible.

■ B. PROGRAM OVERVIEW

The Injury Prevention Program was established in 1993 by Connecticut Statute sec.19a-4i whose purpose shall be to coordinate and expand prevention and control activities related to intentional and unintentional injuries. In addition the Program is to "develop collaborative relationships with other state agencies and private and community organizations to establish programs promoting injury prevention, awareness and education to reduce automobile, motorcycle and bicycle injuries and interpersonal violence, including homicide, child abuse, youth violence, domestic violence, sexual assault and elderly abuse; and to "support the

development of comprehensive community-based injury and violence prevention initiatives within cities and towns of the state". This is a youth violence prevention training proposal.

Between 2005 and 2007 in Connecticut, homicide (the intentional killing of one person by another) was the 4th leading cause of death for youth ages 10-14 and the 2nd leading cause of death for teens ages 15-19. (WISQARS – National Center for Health Statistics, National Center for Injury Prevention and Control) In addition during the same three-year period, 411 youth ages 10-19 were hospitalized and 8,848 were seen in emergency departments due to assault injuries. Most assault injuries were a result of fighting without the use of objects or weapons. (DPH Injury Prevention Program)

Connecticut males die more frequently than females from homicide. In addition, African-Americans and Hispanics are more likely to die from homicide than whites. Similar disparities exist for African-Americans and Hispanics who are hospitalized or seen in emergency departments for assault injuries. Finally, Connecticut counties that include major urban areas have higher rates of homicide and assault injuries. (DPH Injury Prevention Program)

This proposal is narrowly focused on impacting knowledge and awareness and developing skills to resolve conflict in nonviolent ways. The goal of this proposal is to increase knowledge and skills among youth so that they have the skills to reduce arguments and fighting. The successful applicant will report on the outcome measure – "Participant awareness of nonviolent alternatives to fighting".

Many factors have been identified that can impact fighting behaviors among youth. Many fights arise from disagreements that lead to arguments between and among friends, family and students. In addition, after school hours have been identified as a time when youth are more likely to engage in risky behaviors.

The successful applicant will deliver a program during out of school hours, i.e. after school, weekends and/or during school vacations, in community-based settings. The successful applicant will conduct multi-session violence prevention programs that will assist middle and high-school aged youth enhance, learn and practice skills that will assist them to reduce arguments and fighting.

This is not a bullying prevention proposal. " Bullying has two key components: repeated harmful acts and an imbalance of power." In addition, " because bullying involves harassment by powerful children of children with less power (rather than a conflict between peers of relatively equal status), common conflict resolution strategies or mediation may not be effective." (Bullying in schools, Rana Sampson, U.S. Department of Justice)

This violence prevention training is focused on helping youth gain knowledge and skills to address common issues they face without having fighting as the only option they know or feel competent to use. Decreasing arguments among youth can lead to decreased fighting, assault injuries and deaths. Conflict resolution strategies and mediation are skills that may reduce arguments and fighting among youth and can be included as strategies in this violence prevention training proposal. Since there are higher rates of homicide and assault injuries among males, African-Americans, Hispanics and in urban areas, training program strategies and program content must also have the capacity to be effective with middle and high-school aged youth who are male, African-American, Hispanic and live in urban areas.

■ C. MAIN PROPOSAL COMPONENTS**1. Applicant Organizational Profile:**

Explain how the applicant agency meets the minimum requirements to qualify for a contract award, as outlined in Section I, C.

- a. Applicant Contact Information and Legal Status of Applicant:** Complete the Cover Sheet form and Contractor Information form included in Section VI. Application Forms of this RFP.

The proposal must contain the legal name, address and phone number of the applicant, the principal contact person for the proposal, and the name and signature of the person (or persons) authorized to execute the contract. Provide the name, title, address, telephone, FAX and email addresses of staff persons responsible for the completion and submittal of 1) Contracts and legal forms, 2) Program progress reports, 3) Financial expenditure reports.

Indicate whether or not the agency is incorporated, the type of agency applying for the funding, the fiscal year of the applicant agency, the applicant's federal employer ID number and/or town code number, the applicant's Medicaid provider status and Medicaid number, if any, and if the applicant agency is registered as a Connecticut Minority Business Enterprise and/or Women's Business Enterprise.

2. Service Requirements - Scope of Services:

The contractor must provide the following services and the contractor's approach must be addressed in the proposal:

- a. Conduct five multi-session youth violence prevention training programs for middle and/or high school youth in community-based settings during out of school hours in towns and cities in Connecticut.
- b. Each training session must include a minimum of 10-15 middle and/or high school aged youth.
- c. Training must involve youth in enhancing and developing skills for improved communication and nonviolent conflict resolution.
- d. Report to DPH on process and outcome information including youth awareness of nonviolent alternatives to fighting.
- e. Collaborate with DPH on training locations and work with diverse community partners to complete training programs.
- f. Applicant must be the organization that provides the training programs.
- g. Complete DPH Reporting requirements.

3. Staffing Requirements

The proposal must describe the staff to be assigned or hired for the project including the extent to which they have the appropriate training and experience to perform the youth violence prevention training program. Staff must have training, experience and cultural competence for working with middle and high school aged, urban, male, African-American and Hispanic youth. Complete the Staffing Form included in Section VI Application Forms of this RFP.

4. Data and Technology Requirements

The contractor will be required to complete program and expenditure reports. The contractor will evaluate each training program using assessment tools (determined by DPH) and submit summary information assessing the outcome measure(s) identified by DPH with program reports.

5. Work plan:

A comprehensive and realistic work plan with measurable objectives describing tasks to be performed, deliverables and timelines, including a project start date, must be provided on the Work Plan form included Section VI.- Application Forms of this RFP. The work plan must be consistent with the violence prevention goals, activities and outcomes of the RFP and the Scope of Services as described in Section III.C. The work plan must reflect the time period of the grant.

6. Deliverables:

In the course of providing the required services of this contract, several documents must be produced and delivered to the DPH Project Manager for approval. These documents, along with the required services, will be the indicators for measuring the performance of the contractor. Upon request, the contractor may be required to work with the DPH Project Manager to schedule a site visit to a training session at one or more project training locations. Development of these deliverables must be included in the project work plan described in Section III. C. 5 of this RFP. (The Work Plan form is in Section VI- Application Forms) A payment schedule will be determined by the DPH.

- a. Quarterly and final program progress reports.
- b. Quarterly and final expenditure reports.
- c. Curriculum for multi-session violence prevention training program.

D. COST PROPOSAL COMPONENT**1. Financial Requirements:**

The proposal must contain an itemized budget with justification for each line item on the budget forms included in Section VI Application Forms of this RFP. All costs for the training program (travel, printing, supplies, staffing, etc.) must be included in the contract price. **Competitiveness of the budget will be considered as part of the proposal review process.**

The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as "not to exceed" quotations against which time and expenses will be charged.

The proposed budget is subject to change during the contract award negotiations.

Payments will be determined by the DPH.

2. Budget Requirements:

Contract funding is not to exceed \$50,000. The period of award will be from March 1, 2010 to September 30, 2011.

Additional guidance can be found in the OPM Cost Standards, which can be accessed on the OPM website.

E. FORMS These forms must be completed and part of the submitted proposal.

1. OPM Consulting Agreement Affidavit
2. Workforce Analysis

IV. PROPOSAL OUTLINE

This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.

	Page
A. Cover Sheet	1
1. Contractor Information	2
B. Table of Contents	3
C. Declaration of Confidential Information	Etc.
D. Conflict of Interest - Disclosure Statement	
E. Executive Summary (Two (2) Page Maximum)	
F. Main Proposal (Ten Page Maximum)	
1. Organizational Profile	
a. Purpose, Mission, Values	
b. Entity Type, Parent Organization, Years of Operation	
c. Location of Office(s), Facilities, Hours of Operation	
d. Qualifications.	
e. Relevant Experience	
2. Scope of Services	
3. Staffing Plan	
4. Data and Technology	
5. Work plan	
6. References	
G. Cost Proposal	
1. Budget Summary 1	
2. Budget Justification Schedule B	
H. Appendices	
1. Curriculum	
2. Resumes	
I. Forms	
1. OPM Consulting Agreement Affidavit	
2. Workforce Analysis	
3. Notification to Bidders	

V. ATTACHMENTS

The following attachments are for your information only. These attachments will be used for applicants awarded funding and will be requested during the contract development process.

- A. Contract Compliance Policy Statement**
- B. Nondiscrimination Certifications**
- C. Code of Ethics**
- D. False Claims Act Notification**
- E. False Claims Act Policy**
- F. False Claims Act Procedure**
- G. SEEC Form 11**

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



J. Robert Galvin, M.D., M.P.H.
Commissioner

M. Jodi Rell
Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health is an affirmative action employer, in compliance with all state and federal laws which prohibit discrimination and mandate affirmative action to overcome the present effects of past discrimination. Accordingly, we require that the individuals and organizations with which we do business do not engage in discriminatory practices.

This Department and our contractors shall fully comply with the CONTRACT COMPLIANCE REGULATIONS OF CONNECTICUT STATE AGENCIES, Sections 46a-68j-21 through 46a-68j-43, which establish procedures for evaluating compliance with Connecticut General Statutes, Section 4a-60, the state's nondiscrimination contract provisions. We require our contractors to cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities pertinent to these regulations.

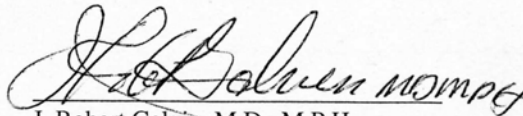
This Department will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to submit evidence of good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.

As part of our contract compliance program, bidders, contractors, subcontractors, and suppliers are encouraged to develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market. The existence and active administration of voluntary plans will be a factor in deciding contract approvals and the continuation of existing contracts, in accordance with Section 46a-68j-30.

This Department also solicits and encourages the participation of minority business enterprises as bidders, awardees, contractors, suppliers, and subcontractors.

All bidders and contractors shall be notified of this policy, must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process.

17 Sep 04
Date


J. Robert Galvin; M.D., M.P.H.
Commissioner of Public Health



PHONE: (860) 509-7101 FAX: (860) 509-7111
410 CAPITOL AVENUE - MS#13COM, P.O. BOX 340308, HARTFORD, CONNECTICUT 06134-0308
Affirmative Action/Equal Employment Opportunity Employer



**STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation By Entity
For Contracts Valued at Less Than \$50,000**

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut **valued at less than \$50,000 for each year of the contract**. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____ of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signature

Date

Printed Name



**STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit By Entity
For Contracts Valued at \$50,000 or More**

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an **entity** (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut **valued at \$50,000 or more for any year of the contract**. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.

I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signature

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20_____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

CODE OF ETHICS
BUSINESS COMPLIANCE NOTIFICATION

All state contracts issued must comply with CGS 1-84(i) which requires that the business entity receiving a non-competitive contract is not associated with a public official or state employee, nor is it associated with a member of the immediate family of a state employee or public official. The following definitions are offered to facilitate compliance with CGS 1-84(i).

1. An associated business is one in which the individual or immediate family member is a director, officer, owner, partner, or holder of 5% or more of the total outstanding stock of any class. (Officer refers only to the positions of president, executive or senior vice-president, or treasurer). Associated business also includes trusts, if a family member has an interest that exceeds 10% of the value of the trust, or \$50,000, whichever is less.
2. The term business includes both profit and non-profit undertakings.
3. Immediate family includes any spouse, children, or dependent relatives residing in the individual's household.

FALSE CLAIMS ACT
COMPLIANCE NOTIFICATION

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.

Do not return the False Claims Policy or False Claims Procedure to the Department. Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

1.0 Purpose

The Deficit Reduction Act (“Act”) of 2005 is the federal government’s legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

2.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act (“FCA”) and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department’s policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

“ <u>CGMS</u> ”	The Connecticut Department of Public Health, Contracts & Grants Management Section
“ <u>Department</u> ”	The State of Connecticut Department of Public Health
“ <u>FCA</u> ”	False Claims Act
“ <u>PFCRA</u> ”	Program Fraud Civil Remedies Act

3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

4.0 Compliance**4.1 False Claim Act**

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

4.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

4.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
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Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

5.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

6.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

7.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

7.1 Acronyms

“CGMS”	The Connecticut Department of Public Health, Contracts & Grants Management Section
“Department”	The State of Connecticut Department of Public Health
“FCA”	False Claims Act
“PFCRA”	Program Fraud Civil Remedies Act
“POS”	Purchase of Service Contract

7.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.



False Claims Act (Policy)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

8.0 Process

8.1 Dissemination to the Department's New Employees

8.1.1 The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.

8.1.2 Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

8.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

8.3 Dissemination to Contractors and Qualified Providers

8.3.1 CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.

8.3.2 Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.

8.3.3 Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.

8.3.4 Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

9.0 Records

9.1 The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010



False Claims Act (Policy)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

REVISION HISTORY

Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS

Document	Title
The Deficit Reduction Act (“Act”) of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance



False Claims Act (Policy)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

10.0 Purpose

The Deficit Reduction Act (“Act”) of 2005 is the federal government’s legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

11.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act (“FCA”) and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department’s policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

12.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

12.1 Acronyms

“CGMS”	The Connecticut Department of Public Health, Contracts & Grants Management Section
“Department”	The State of Connecticut Department of Public Health
“FCA”	False Claims Act
“PFCRA”	Program Fraud Civil Remedies Act

12.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

13.0 Compliance**13.1 False Claim Act**

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

13.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

13.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act (“Act”) of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
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Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

14.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

15.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

16.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

16.1 Acronyms

<u>“CGMS”</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>“Department”</u>	The State of Connecticut Department of Public Health
<u>“FCA”</u>	False Claims Act
<u>“PFCRA”</u>	Program Fraud Civil Remedies Act
<u>“POS”</u>	Purchase of Service Contract

16.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See “Contractor or Agent” above.

17.0 Process**17.1 Dissemination to the Department's New Employees**

17.1.1 The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.

17.1.2 Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

17.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

17.3 Dissemination to Contractors and Qualified Providers

17.3.1 CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.

17.3.2 Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.

17.3.3 Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.

17.3.4 Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

18.0 Records

18.1 The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

SEEC Form 11 Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to,

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STATE OF CONNECTICUT

RFP #2011-0913 Youth Violence Prevention Training Program

forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

VI. APPLICATION FORMS

The following forms must be completed and included in the proposal submission.

1. Cover Sheet
3. Budget Summary 1
4. Budget Justification Schedule B
5. Work Plan
6. Staffing
7. Consulting Agreement Affidavit
8. Workforce Analysis
9. Notification to Bidders

VI. APPLICATION FORMS

COVER SHEET

REQUEST FOR PROPOSAL
RFP # 2011- 0913
Youth Violence Prevention Training Program
CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
INJURY PREVENTION PROGRAM

Applicant Information

Applicant Agency: _____

Legal Name

Address

City/Town

State

Zip Code

Telephone No.

FAX No.

Email Address

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official:_____
Date_____
Typed Name and Title

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
- Mailing address
- Main telephone number
- Fax number, and email address, if any
- Principal contact person for the application (person responsible for developing application)
- Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

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Applicant Information Form (continuation)

PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:

Contract and Legal Documents/Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Program Progress Reports:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Financial Expenditure Reporting Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Incorporated: YES NO

Agency Fiscal Year:

Type of Agency: Public Private Other, Explain: _____
 Profit Non-Profit

Federal Employer I.D. Number:

Town Code No:

Medicaid Provider Status: YES NO

Medicaid Number:

Minority Business Enterprise (MBE): YES NO

Women Business Enterprise (WBE): YES NO

Instructions Budget Summary 1

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STATE OF CONNECTICUT RFP #2011-0913 Youth Violence Prevention Training Program

I. Personnel (lines #1 - #5) each person funded:

- a) Name of person & Title
- b) Hourly rate, # hours working per week, and # of weeks. (calculate)
- c) Fringe benefit rate. (calculate)

Example:

1.	Name & Position: John Smith, Coordinator	
	Calculation: \$25.00 hr X 35hrs X 45wks	\$39,375
	Fringe Benefit: 26%	\$10,238

- II. Line #11 **Contractual (Subcontracts)** provide the total of all subcontracts and complete Subcontractor Schedule.
- III. Lines #6 - #13 complete categories as appropriate,
- IV. Line # 14: Other Expenses are any other types of expense that do not fit into the categories listed.
For example: Equipment (purchasing a computer at a cost of \$1,500). Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$2,500 or more.
- V. **Audit Costs**, the cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**
- VI. Line Item #15 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: <http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994>.
- VII. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.
- VIII. **Other Income** list any other program income such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.
- IX. **2 Year Contracts:** 2 sets of budget forms have been provided. Please do a full budget for each year of the contract, clearly indicating the year on each form. Assume level funding for the second year.

Note: If space allowed is not sufficient for large or complex subcontract budgets, the Budget Summary format may be copied and used instead.

B. Budget Justification Schedule B

- I. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

***** Please note: If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.**
- II. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

Example:

Line Item (Description)	Amount	Justification - Breakdown of Costs
Travel	\$730	1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits.

Budget Summary 1

Category	Amount
Personnel:	
1) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: %	
2) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: %	
3) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: %	
4) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit: %	
5) Name & Position: _____ , _____ :	
Calculation:	
Fringe Benefit: %	
6) Travel per mile X miles	
7) Training	
8) Educational Materials	
9) Office Supplies	
10) Medical Materials	
11) Contractual (Subcontracts)***	
12) Telephone	
13) Advertising	
14) Other Expenses (List Below)	
a)	
b)	
c)	
d)	
e)	
f)	
15) Administrative and General Costs	
Total DPH Grant	
Other Program Income:	

*** Complete Subcontractor Schedule A

Work Plan (make as many blank pages as needed)

Services to be Provided	Activities	Staff Position(s) Responsible	Timeframe for Completion

Staffing

Profile of staff providing services. Please provide the information requested below.

Professional Staff*	Name	Title	Hourly Rate	Assigned to Project: # hrs/wk
Position 1				
Position 2				
Position 3				
Position 4				
Clerical/ Support Staff:				
Position 1				
Position 2				

***Attach resumes and job descriptions for all Professional Staff in proposal appendix**



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract 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)

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 vendor 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 vendor 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), 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:

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and 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.

Form with fields for Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Printed Name (of above), and Awarding State Agency.

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public

WORKFORCE ANALYSIS

Contractor Name:
Address:

Total Number of CT employees:
Full Time: Part Time:

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

Job Category	Overall Totals (sum of all cols. male & female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		People with Disabilities	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Office & Clerical													
Craft Workers (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Totals Above													
Totals 1 year Ago													
FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)													
Apprentices													
Trainees													
EMPLOYMENT FIGURES WERE OBTAINED FROM:						Visual Check:		Employment Records		Other:			

1. Have you successfully implemented an Affirmative Action Plan? YES NO
Date of implementation: _____ If the answer is "No", explain.
1. a) Do you promise to develop and implement a successful Affirmative Action?
 YES NO Not Applicable Explanation:
2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation:
3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 YES NO Explanation:

Contractor's Authorized Signature

Date

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NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71 (d) and 46a-81i (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 46a-68j-43 of the Regulations of Connecticut State agencies, which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71 (d) of the Connecticut General Statutes.

According to Section 46a-68j-30 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority Business Enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise; (2) Who have the power to direct the management and policies of the enterprise; and, (3) Who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians.” The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 (11) of the Contract Compliance Regulations.

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

- a) the bidder’s success in implementing an affirmative action plan;
- b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-18 of the Connecticut General Statutes, inclusive;
- c) the bidder’s promise to develop and implement a successful affirmative action plan;
- d) the bidder’s submission of EEO-1 data indicating the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and,
- e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30 (10) (E) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment below line and return acknowledgment to Awarding Agency along with the bid proposal.

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

Signature

Date

On behalf of:
