Town Council
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000

LEGISLATION & ADMINISTRATION COMMITTEE AGENDA FEBRUARY 23, 2026

Jason Marsh, Chairman	Jerrod Ferrari, Vice Chairman
Steve Spillane	Kelly Mallozzi
Carl Massaro	Tony Dorsey
Mary Isaac, Alternate	Mike Buswell, Alternate

NOTICE is hereby given that the Legislation & Administration Committee of the Trumbull Town Council will hold a meeting for the following purposed item at the Trumbull Town Hall on February 23, 2026, at 7:00 p.m.

If weather does not permit, the meeting will be via videoconference, (See link below):
Town Council L&A Meeting
Feb 23, 2026, 7:00 PM
https://us06web.zoom.us/j/87870437239?pwd=kLzwOCAxkvXpcu4BpJ3HCsYVzW1ara.1
Webinar ID: 878 7043 7239
Password: 874569

Join by telephone: (929) 205-6099 or (888) 475-4499 (Toll Free) / Webinar ID: 878 7043 7239

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1. RESOLUTION TC31-29: To consider and act upon a resolution which would authorize First Selectman Vicki A. Tesoro to sign the Commitment to Fund for the Old Town Road at Quarry Road intersection improvement project as well all subsequent amendments, reports and related documents in order to administer and implement the project.

2. RESOLUTION TC31-30: To consider and act upon a resolution which would authorize the submission of the funding application for the Underage Nicotine Prevention Program (UNPP) – Community Mini Grants, and identify Vicki A. Tesoro, First Selectman, as the individual authorized

to sign the application and all subsequent amendments, reports and related documents to administer and implement the project.

3. RESOLUTION TC31-31: To consider and act upon a resolution which would authorize the submission of the funding application for the Building Resilient Youth and Communities with Prevention "(BRYCWP)" program, and identify Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents to administer and implement the project.

4. RESOLUTION TC31-32: To consider and act upon a resolution which would authorize the submission of the funding application for the Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Administration, Section 5310 Program: Capital Expenses, and identify Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project.

5. RESOLUTION TC30-33: To consider and act upon a resolution which would authorize the submission of the funding application for the Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Administration, Section 5310 Program: Operating Funds, and further identify Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project.

6. RESOLUTION TC30-34: To consider and act upon a resolution which would authorize the submission of the funding application for the Caregiver Services Grant, and identify Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project. (L&

RESOLUTIONS

1. RESOLUTION TC31-29: BE IT RESOLVED, That First Selectman Vicki A. Tesoro is hereby authorized to sign the Commitment to Fund for the Old Town Road at Quarry Road intersection improvement project as well all subsequent amendments, reports and related documents in order to administer and implement the project. (Full Resolution Attached)

2. RESOLUTION TC31-30: BE IT RESOLVED, That the submission of the funding application for the Underage Nicotine Prevention Program (UNPP) – Community Mini Grants is hereby authorized, and BE IT FURTHER RESOLVED, That Vicki A. Tesoro, First Selectman, is hereby identified as the individual authorized to sign the application and all subsequent amendments, reports and related documents to administer and implement the project. (Full Resolution Attached)

3. RESOLUTION TC31-31: BE IT RESOLVED, That the submission of the funding application for the Building Resilient Youth and Communities with Prevention "(BRYCWP)" program is hereby authorized, and BE IT FURTHER RESOLVED, That Vicki A. Tesoro, First Selectman is hereby identified as the individual authorized to sign the application and all subsequent amendments, reports and related documents to administer and implement the project. (Full Resolution Attached)

4. RESOLUTION TC31-32: BE IT RESOLVED, That the submission of the funding application for the Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Administration, Section 5310 Program: Capital Expenses is hereby authorized, and BE IT FURTHER RESOLVED, That Vicki A. Tesoro, First Selectman, is hereby identified as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project. (Full Resolution Attached)

5. RESOLUTION TC30-33: BE IT RESOLVED, That the submission of the funding application for the Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Administration, Section 5310 Program: Operating Funds, is hereby authorized; and BE IT FURTHER RESOLVED, That Vicki A. Tesoro, First Selectman, is hereby identified as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project. (Full Resolution Attached)

6. RESOLUTION TC30-34: BE IT RESOLVED, That the submission of the funding application for the Caregiver Services Grant is hereby authorized, and BE IT FURTHER RESOLVED, That Vicki A. Tesoro, First Selectman, is hereby identified as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project. (Full Resolution Attached)

FULL RESOLUTIONS

RESOLUTION TC31-29:

WHEREAS, the Town of Trumbull applied for funding under the Local Transportation Capital Improvement Program (LOTCIP) for intersection improvement located at Old Town Road at Quarry Road; and

WHEREAS, the purpose of the project is to improve the traffic flow and safety on Old Town Road at Quarry Road, which is a heavily utilized intersection that serves as a connector to state-owned roadways, including access points to Route 8 and Route 25; and

WHEREAS, project improvements will include sidewalk improvements, drainage improvements, pedestrian enhancements at the intersection, and installation of a new traffic signal assembly; and

WHEREAS, the Town of Trumbull has received a Commitment to Fund from CT DOT of $1,557,600 funding from LOTCIP;

NOW THEREFORE, BE IT RESOLVED, That the Trumbull Town Council hereby authorizes First Selectman Vicki A. Tesoro to sign the Commitment to Fund for the Old Town Road at Quarry Road intersection improvement project as well as all subsequent amendments, reports and related documents in order to administer and implement the project.

RESOLUTION TC31-30:

WHEREAS, the Connecticut Department of Mental Health and Addiction Services (DMHAS) Prevention and Health Promotion Division, in collaboration with Catalyst CT The Hub, will provide Underage Nicotine Prevention Program (UNPP) - Community Mini Grants to Local Prevention Councils (LPCs), community coalitions, local governments, schools, and other community organizations actively engaged in substance use prevention efforts; and

WHEREAS, TPAUD, Trumbull's Prevention Council, has been designated as Trumbull's Local Prevention Council since 2017; and

WHEREAS, this $10,000 grant must be used to build capacity and advance community-led efforts aimed at preventing underage nicotine initiation, educating on the harms of nicotine use, and enhancing access to cessation services; and

WHEREAS, TPAUD and the Town of Trumbull will submit an application for funding to prevent underage nicotine use through education to students and families, reduction of retail and social access, and increased access to nicotine cessation resources.

NOW, THEREFORE, BE IT RESOLVED, that the Trumbull Town Council authorizes the submission of the funding application for the Underage Nicotine Prevention Program (UNPP) – Community Mini Grants, and identifies Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents to administer and implement the project.

RESOLUTION TC31-31:

WHEREAS, the Connecticut Department of Mental Health and Addiction Services (DMHAS) has issued a Request for Proposal for “Building Resilient Youth and Communities with Prevention “(BRYCWP)”, soliciting proposals from qualified organizations to deliver community-based prevention services; and

WHEREAS, this 5-year, $125,000 per year grant must be used to implement evidence-based prevention strategies aimed at reducing underage alcohol use and an optional second prevention priority among youth ages 12-20; and

WHEREAS, applicants must demonstrate the capacity to lead local prevention coalitions, implement effective strategies, and evaluate outcomes using measurable indicators; and

WHEREAS, TPAUD and the Town of Trumbull will submit an application for funding to prevent underage alcohol and cannabis use through education to students and families, reduction of retail and social access, and coalition capacity-building.

NOW, THEREFORE, BE IT RESOLVED, That the Trumbull Town Council authorizes the submission of the funding application for the Building Resilient Youth and Communities with Prevention (BRYCWP)” program, and identifies Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents to administer and implement the project.

RESOLUTION TC31-32:

Whereas, the Federal Transit Administration, Section 5310 Program, Enhanced Mobility of Seniors and Individuals with Disabilities offers grants through the State of Connecticut, Department of Transportation; and

Whereas, funds may be used to finance capital expenses, not exceeding 80% of the cost; and

Whereas, the Town of Trumbull will submit an application for traditional funding to purchase an accessible bus, replacing an older one.

NOW THEREFORE, BE IT RESOLVED, That the Trumbull Town Council authorizes the submission of the funding application for the Enhanced Mobility of Seniors and Individuals with disabilities, and further identifies Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project.

RESOLUTION TC31-33:

Whereas, the Federal Transit Administration, Section 5310 Program, Enhanced Mobility of Seniors and Individuals with Disabilities offers grants through the State of Connecticut, Department of Transportation; and

Whereas, grants are to be used for capital and operating expenses for public transportation services and alternatives beyond those required by the ADA, designed to assist seniors and individuals with disabilities; and

Whereas, grant requests will range from $46,000- $60,000 and shall be used for salary, maintenance and fuel; and

Whereas, the Town of Trumbull will submit an application for funding to enhance Senior Center transportation services by filling in the gaps in public transportation in Trumbull by going beyond services required by the ADA; servicing eligible riders not within a three-quarter mile of a bus stop.

NOW, THEREFORE, BE IT RESOLVED, That the Trumbull Town Council authorizes the submission of the funding application for the Enhanced Mobility of Seniors and Individuals with disabilities, and identifies Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project.

RESOLUTION TC31-34:

Whereas, the Southwestern Connecticut Agency on Aging, Title III Funding-E under the Older Americans Act, offers grants for Caregiver Assistance; and,

Whereas, grants are to be used, to fund caregiver services including education, outreach, information and assistance and referral; and,

Whereas, grants cannot exceed $50,000 and shall be used towards salary, supplies, and printing costs; and,

Whereas, the Town of Trumbull will submit an application for funding for $ 7,500-$15,000 to provide support to caregivers through counseling, information and assistance, support groups and public education.

NOW, THEREFORE, BE IT RESOLVED, That the Trumbull Town Council authorizes the submission of the funding application for the Caregiver Services Grant, and identifies Vicki A. Tesoro, First Selectman, as the individual authorized to sign the application and all subsequent amendments, reports and related documents in order to administer and implement the project.

CONNECTICUT

CTDOT
CONNECTICUT TRANSPORTATION

February 3, 2026

The Honorable Vicki A. Tesoro
First Selectman
Town of Trumbull
5866 Main Street, 2nd Floor
Trumbull, Connecticut 06611
Firstselectman@trumbull-ct.gov

Dear First Selectman Tesoro:

Subject: **Commitment to Fund**
Local Transportation Capital Improvement Program (LOTCIP)
Intersection Improvement
State Project No. L144-0009
Old Town Road at Quarry Road
Town of Trumbull

The Connecticut Department of Transportation (CTDOT) has received the LOTCIP application prepared by the Town of Trumbull (Municipality) and submitted through the Connecticut Metropolitan Council of Governments (COG), relative to the subject project. The CTDOT has reviewed the application materials along with the cost estimate provided by the Municipality and endorsed by the COG.

The LOTCIP application for this project has been approved. The CTDOT hereby commits to fund eligible project costs as follows:

Contract Items:	$	1,273,000
Contingencies (10% of Contract Items):	$	127,300
Incidentals to Construction (10% of Contract Items):	$	127,300
Rights of Way:	$	30,000
Eligible Utilities:	$	0
Total Funding Commitment:	**$**	**1,557,600**

This Commitment to Fund is subject to funding availability and general conditions including, but not limited to the following:

1. The project is to be administered by the Municipality in accordance with the *Local Transportation Capital Improvement Program Guidelines,* dated November 2021, as may be revised. The guidelines are available on the CTDOT's LOTCIP web page at Highway Design-Local Roads - LOTCIP.

2. The project costs identified in this Commitment to Fund letter are based on estimates provided by the Municipality and endorsed by the COG. These costs are to be considered

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2075

capped until adjustment, based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.

3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the CTDOT, as specified in the LOTCIP guidelines.

4. Upon completion of project design activities, the Municipality must forward to the CTDOT through the COG a Final Design Submission, along with supporting documentation and certifications as defined in the LOTCIP guidelines.

5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution, subsequent to review of the Final Design Submission package by the CTDOT.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality will be responsible for the acquisition of all environmental permits that may be required. Please be advised that any project that involves work within waters or wetlands may require State and/or Federal environmental permits. It is critical that the Municipality or their consultant contact the Connecticut Department of Energy and Environmental Protection (DEEP) - Inland Water Resources Division early in the design process, to discuss permitting requirements and to identify specific environmental concerns and design considerations. Failure to establish early coordination with DEEP may result in significant time delays in the permitting process, due to the need for design changes and/or denial of permit applications. Please note, the CTDOT hosts a monthly Interagency Coordination (Municipal) meeting where Municipalities (and their consultants) can discuss municipal projects with the various regulatory agencies relative to permitting requirements, identification of specific environmental concerns, and design considerations. Due to the nature of this project and the potential for significant permit involvement, it is recommended that the Municipality attend a future Interagency Coordination meeting to discuss the project. Attendance at the meeting can be arranged through the CTDOT's Environmental Permit Coordination Unit:

   Ms. Michelle Roise
   Transportation Engineer III
   (860) 594-3223
   DOT-EPC@ct.gov

2. This project is anticipated to require right of way acquisitions. The LOTCIP application notes that the Municipality plans to have the CTDOT perform right of way activities for the project. In accordance with the LOTCIP guidelines:
   a. The Municipality must formally request in writing that the CTDOT perform the right of way acquisition activities. The CTDOT may or may not be able to accommodate the request, based on workload and/or other factors.
   b. For projects where right of way acquisitions will be performed by the CTDOT, the cost of all acquisitions attributable to the project, including administrative costs, will be funded with one hundred percent (100%) LOTCIP funds. This includes any cost

increases in the right of way phase that may occur as the acquisition process progresses. Should the cost of the project right of way phase exceed the amount identified in this Commitment to Fund, funds will be shifted from the COG's LOTCIP allocation to cover the increase.

c. The Municipality will be responsible for providing various items for the CTDOT's use in the right of way process, including but not limited to a schedule of owners, a title mylar, and property maps.

All matters relative to right of way for this project are to be coordinated through the following CTDOT contact:

Mr. Matthew P. Geanacopoulos
Supervising Property Agent
(860) 594-2459
Matthew.Geanacopoulos@ct.gov

3. This project is anticipated to require utility relocations. Coordination with utility companies that have facilities in the project area, as well as with any utilities that currently do not have facilities present, but may have plans to expand service to the area should begin early in the design process. Costs for relocation of privately-owned utility facilities on municipally owned roadways, including adjustment of utility gates, are the responsibility of the affected utility and are ineligible for LOTCIP participation. Utility coordination will be the responsibility of the Municipality.

   In accordance with applicable statutes, the LOTCIP guidelines, and as determined through discussions with the CTDOT's Utilities Section, participation in utility relocation costs for this project will be as follows:

Utility Owner	Activity	Cost Participation
Private	Relocation Design/Engineering	100% Utility
	Relocation Construction	100% Utility
Municipal	Relocation Design/Engineering	100% Municipal
	Relocation Construction	100% LOTCIP

   All necessary utility agreements relative to the relocations will be executed between the Municipality and the affected utility(ies). In accordance with the LOTCIP guidelines, costs associated with any utility betterments/upgrades that are not necessary to accommodate the proposed transportation improvement are ineligible for LOTCIP participation.

4. Modifications to traffic control signals, devices, signs, and markings for public highways/roadways require review by the Local Traffic Authority, and/or by the Office of the State Traffic Administration (OSTA), and/or by the CTDOT's Division of Traffic Engineering. A full replacement of the traffic control signal is proposed under this project at the intersection of Quarry Road and Old Town Road. All revised traffic control signals are subject to approval from OSTA per CGS 14-299; as such, coordination with OSTA

should begin early in the design process. A copy of the Traffic Investigation Report (TIR) issued by OSTA is required as part of the Final Design submission to the CTDOT. For further information regarding approval requirements, see the guidance document linked below and/or contact OSTA:
https://portal.ct.gov/dot/-/media/dot/osta/ltaguidancepdf.pdf

Office of the State Traffic Administration
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131
Phone: (860) 594-3020
Fax: (860) 594-2552
DOT.OSTA@ct.gov

Please be informed that in accordance with the LOTCIP guidelines, the CTDOT will initiate an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc., that may need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within approximately ninety (90) days. The results will be forwarded to the Municipality and the COG, when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

If you have any questions, please contact the Project Manager, Mr. Vitalij V. Staroverov, P.E., at (860) 594-2582 or Vitalij.Staroverov@ct.gov.

Very truly yours,

Digitally signed by Michael Cherpak
Reason: "FOR"
Date: 2026.02.02 15:42:37-05'00'

Michael N. Calabrese, P.E.
Division Chief of Highway Design
Bureau of Engineering and Construction

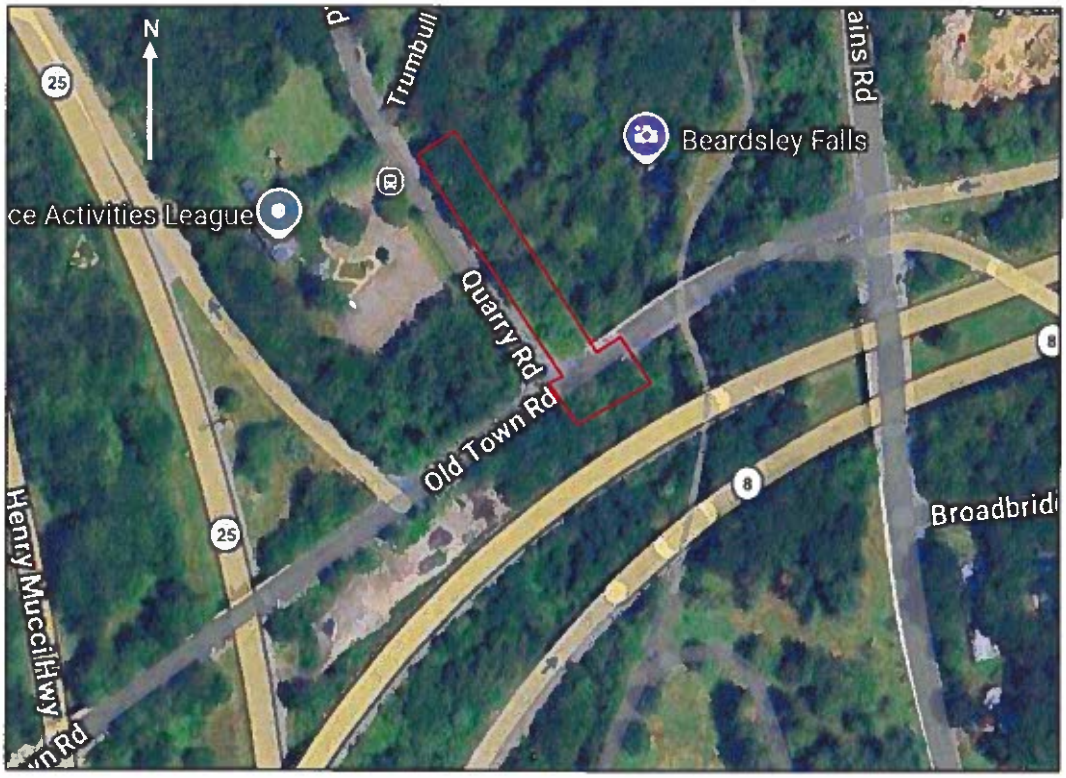
Enclosure: Project Location Map

Accepted By: _____ Date: _____
The Honorable Vicki A. Tesoro
First Selectman, Town of Trumbull

cc: Mr. William C. Maurer, P.E., L.S., Town Engineer, Town of Trumbull, wmaurer@trumbull-ct.gov
Mr. Matthew Fulda, Executive Director, Connecticut Metropolitan Council of Governments, mfulda@ctmetro.org
Mr. Patrick Carleton, Deputy Director, Connecticut Metropolitan Council of Governments, pcarleton@ctmetro.org

Ms. Meghan Sloan, Planning Director, Connecticut Metropolitan Council of Governments, msloan@ctmetro.org
Mr. Devin Clarke, Transportation Planner, Connecticut Metropolitan Council of Governments, dclarke@ctmetro.org

Project Location Map



Connecticut Underage Nicotine Prevention Program (UNPP)
Community Mini Grant Application Form

CONNECTICUT
Mental Health & Addiction Services

Catalyst CT
The Hub

To: Community Prevention Leaders
Re: Underage Nicotine Prevention Program (UNPP) – Community Mini Grants

January 9, 2026

Catalyst CT | The Hub is pleased to announce the *Underage Nicotine Prevention Program (UNPP) - Community Mini Grant* opportunity in Region 1. This funding opportunity is made possible through the Juul Settlement Funds with support from the CT Department of Mental Health and Addiction Services (CT DMHAS). Funding for this program will be administered by Catalyst CT | The Hub contingent upon the availability of grant funds received from CT DMHAS.

1. PURPOSE

The *Underage Nicotine Prevention Program (UNPP) – Community Mini Grants program* provides funding to help communities build capacity and advance community-led efforts aimed at preventing underage nicotine initiation, educating on the harms of nicotine use, and enhancing access to cessation services. Grantees are encouraged to use local and state data, including regional priority reports, to identify priority populations and tailor their approaches accordingly.

2. FUNDING DETAILS

The grant period will be *July 1, 2026, through June 30, 2027.* Applicants may seek funding *up to $10,000 and a maximum of 5 organizations will be awarded* in Region 1.

3. ELIGIBILITY

Eligibility is open to Local Prevention Councils (LPCs), community coalitions, local governments, schools, and other community organizations actively engaged in substance use prevention efforts. Only one application per community will be awarded. If one organization spans multiple towns, they must identify a primary community of focus. Multi-town organizations can also submit multiple applications (and receive multiple awards) across different communities where they have a presence. If multiple organizations would like to apply for one award, they must be based in the same community, demonstrate previous partnership experience, and identify a lead organization.

4. ACTIVITIES

Funded organizations are expected to focus on initiatives that prevent underage nicotine use, promote evidence-based interventions, and support cessation efforts.

A. Required Activities

To ensure consistency and meaningful impact across funded initiatives, all grantees will be responsible for completing the following **six (6)** required activities during the funding period:

1. Disseminate nicotine prevention and health education infographics, fact sheets, brochures, or posters through social media, health fairs, existing community events, schools, and/or healthcare settings.
2. Conduct focus groups with youth under 21 and/or adults to collect qualitative data and better understand the needs of the community as they pertain to reducing underage nicotine use.
3. Promote and raise awareness of Connecticut-serving cessation resources (e.g. VapeFreeCT, Commit to Quit, My Life My Quit.).
4. Consult with Catalyst CT | The Hub to gather current local data.
5. Participate in regional vaping workgroup meeting hosted by Catalyst CT | The Hub
6. Attend regular check-in meetings with Catalyst CT | The Hub as requested.

B. Selected Activities

Applicants must choose **at least one (1) Focus Area** listed below and complete **at least three (3) activities** under that Focus Area.

Focus Area 1: *School-Based*

1. Implement a primary prevention program in school(s) for youth aged 5-18.
2. Establish a middle or high school faculty "champion" to be trained in an evidence-based alternative suspension program (e.g. Stanford REACH, INDEPTH, etc.).
3. Review and recommend school policies, procedures, and protocols regarding student nicotine use or possession infractions.
4. Coordinate training for school faculty in Adolescent Screening, Brief Intervention & Referral to Treatment (A-SBIRT).
5. Implement a photo voice* project for youth to document and inform others on the environmental impacts of nicotine products in the community.
    a. *Photo voice is a community-based participatory research method where individuals use cameras to capture images of their lives, surroundings, and issues, then discuss these photos in groups to create narratives, raise awareness, build critical consciousness, and advocate for social or health-related change, empowering them to become agents of action for policy and program improvements.

Focus Area 2: *Retail Environment*

1. Support the Regional UNPP coordinator in conducting retailer education and outreach. (e.g. Provide retailers with Tobacco 21 materials).
2. Review Department of Consumer Protection (DCP) and DMHAS Tobacco Prevention & Enforcement Program (TPEP) retail location and compliance data to inform and conduct retail environmental scans.

3. Review local ordinances/policies, recommend best practices, and raise awareness of nicotine-related issues including but not limited to:
    - Unregulated products in the retail environment
    - Retailer density and proximity to schools or other youth-serving organizations
    - Storefront and point-of-sale advertising of nicotine products

Focus Area 3: *Community-Based*

1. Provide information and/or conduct presentations to engage parents and encourage family conversations regarding underage nicotine prevention.
2. Utilize town-level data to customize and promote UNPP-developed positive community norms campaign.
3. Develop and distribute nicotine quit and/or wellness kits.
4. Implement a photo voice project for youth to document and inform others on the environmental impacts of nicotine products in their community.
5. Host substance-free events for youth in the community (e.g. movie nights, skate nights, wellness activities, family game nights).

5. REPORTING

Evaluation: Grantees will be required to collect process data (e.g. the number of events that occurred, the number of people that were reached, etc.), and report to Catalyst CT | The Hub on a *quarterly basis, due by the 15th of the month following the quarter end.* A final report including status of goals, objectives, and program evaluation will be due to Catalyst CT | The Hub within 30 days of June 30th, 2027.

Expenses: Grantees will be required to track and save receipts for all program expenses. A quarterly budget report will be submitted to Catalyst CT | The Hub *by the 15th of the month following the quarter end*.

6. APPLICATION PROCESS

Please complete the attached application form and submit it via email to Talia Lent at tlent@catalystct.org. If you have any questions, you may contact Talia by email or by phone at (203) 450 – 3641.

Connecticut Underage Nicotine Prevention Program (UNPP)
Community Mini Grant Application Form

Section 1: Organizational Background & Demonstrated Need (30 points)

1. Organizational Information

(Complete the table below)

Date	Click or tap to enter a date.
Community of Focus	Click or tap here to enter text.
Fiduciary Organization	Click or tap here to enter text.
Local Prevention Council?	Choose an item.
Federal Tax ID	Click or tap here to enter text.
Address (Street, City/Town, State Zip Code)	Click or tap here to enter text.
Project Lead (Name, Role)	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.
Is your organization a 501(c)(3), Local Prevention Council (LPC), community prevention coalition, local government, school, or other community organization actively engaged in substance use prevention efforts?	Choose an item. *If so, please briefly describe your organization's past substance use prevention experience (4-8 sentences):* Click or tap here to enter text.
Is your organization currently receiving funding to address nicotine use among Connecticut residents under 21 years old?	Choose an item. *If so, please specify from which source:* Click or tap here to enter text. *Amount of funding:* Click or tap here to enter text. *When does this funding end?* Click or tap here to enter text.

2. Briefly describe your organization's mission and the population you serve. (Limit: 150 words)

3. What problem, need, or gap does your proposed project address? Who will benefit? (Limit: 200 words)
(Provide brief data, observations, or community insight that support the need.)

Connecticut Underage Nicotine Prevention Program (UNPP)
Community Mini Grant Application Form

Section 2: Work Plan (40 points)

4. Provide a brief description of what the proposed activities will look like in your community and why you chose these activities. (Limit: 300 words)

5. What are your main project objectives?
(List 2-4 specific, measurable objectives)

Objective 1:

Objective 2:

6. What activities will you carry out to meet these objectives?
(Complete the table below)

Proposed Workplan **Instructions**: *Please provide the activity name, brief description, and estimates for the timeline, number of people served, and cost for each proposed activity in the table below. Add or delete rows as needed.* ***(At least 2 activities under at least 2 different Focus Areas)***		**Timeline** *(Start-End)*	**Impact** *(Estimate # served)*	**Staff Responsible**
Required Activities	1. Disseminate nicotine prevention and health education infographics, fact sheets, brochures, or posters through social media, health fairs, community events, schools, and/or healthcare settings.			
	2. Conduct focus groups with youth under 21 and/or adults to collect qualitative data and better understand the needs of the community as they pertain to reducing underage nicotine use.			
	3. Promote and raise awareness of Connecticut-based cessation resources (e.g. VapeFreeCT, Commit to Quit, My Life My Quit.).			

	4. Consult with Catalyst CT | The Hub to gather current local data.			
	5. Participate in regional vaping workgroup meeting hosted by Catalyst CT | The Hub			
	6. Attend regular check-in meetings with Catalyst CT | The Hub as requested.			
Focus Area (Select at least 3 activities):	**Activity 1:**			
	Activity 2:			
	Activity 3:			
	Activity 4:			
	Activity 5:			
Focus Area 2 (OPTIONAL):	**Activity #:**			
	Activity #:			

7. What results or outcomes do you hope to achieve by the end of the grant period? (Limit: 150 words)
(ex. Retailer Education - Increased retailer compliance rate for underage nicotine sales in the community from xx% to xx%)

Connecticut Underage Nicotine Prevention Program (UNPP)
Community Mini Grant Application Form

Section 3: Budget (30 points)

8. **How much funding are you applying for?**

9. **Please use the budget table below to show how funds will be used. Use only categories relevant to your project.**
   ****PLEASE NOTE**:***
   - 'Personnel' may not exceed 15% of the total budget.
   - Per person speaker honorariums are not to exceed $500.00.
   - **Funding cannot be utilized for the development and implementation of other social marketing/advertising prevention campaigns other than those created and/or approved by the Regional UNPP Coordinator.**
   - Allowable program expenses may include print materials, supplies, and programmatic food expenses; however, food expenses may not exceed more than 5% of the total budget
   - Receipts must be maintained as you may need to submit them upon request.

Budget		
Expense Category	**Amount**	**Description**
Personnel	$	
Program Supplies	$	
Contracted Services	$	
Food	$	
Travel	$	
Printed Materials & Postage	$	
Other (specify)	$	
TOTAL	$	

10. **Briefly explain why these costs are reasonable and necessary for the project. (Limit: 100 words)**

STATE OF CONNECTICUT PROCUREMENT NOTICE

Request for Proposals (RFP) For
Issued by the State of Connecticut
Department of Mental Health and Addiction Services
(DMHAS)

Prevention & Health Promotion Division
Building Resilient Youth and Communities with Prevention (BRYCWP)
(DMHAS-PREV- BRYCWP-2026-RFP)

Friday, January 16, 2026

The Request for Proposal is available in electronic format on the State Contracting Portal by filtering by Organization for the Connecticut Department of Mental Health and Addiction Services
https://portal.ct.gov/DAS/CTSource/BidBoard
or from the Agency's Official Contact:

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The RFP is also available on the Department's website at:
http://www.ct.gov/dmhas/site/default.asp

RESPONSES MUST BE RECEIVED NO LATER THAN
Friday, March 20, 2026, 3:00 PM EST

A RECOMMENDED VIRTUAL BIDDERS' CONFERENCE WILL BE HELD
Friday, February 6, 2026, 10:00 AM EST

DMHAS is an Equal Opportunity/Affirmative Action Employer. The Agency reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

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I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name and Number. (DMHAS-PREV-BRYCWP-2026 RFP).**
2. **RFP Summary.**

The Connecticut Department of Mental Health and Addiction Services (DMHAS) is soliciting proposals from qualified organizations to deliver community-based prevention services aimed at reducing childhood and underage drinking among youth ages 12 to 20. Proposals must demonstrate the use of the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework (SPF) to guide planning and implementation efforts that result in measurable community-level change.

Priority Prevention Focus:
- Reduction of underage drinking / alcohol use (required)

Optional Prevention Priorities:
- Reduce prescription and over-the-counter drug misuse
- Reduce youth access to and use of tobacco and nicotine products
- Reduce cannabis use
- Reduce illicit drug use

3. **RFP Purpose.**

DMHAS seeks to fund up to ten (10) eligible proposers to implement evidence-based prevention strategies aimed at reducing underage drinking / alcohol use and an optional second prevention priority among youth ages 12-20 in communities. Funded organizations will be required to apply the SPF to guide their work, with a focus on reducing risk factors, strengthening protective factors, and achieving sustainable, community-level impact.

Contracts may be awarded for a term of up to five (5) years, and applicants must demonstrate the capacity to lead local prevention coalitions, implement effective strategies, and evaluate outcomes using measurable indicators.

4. **Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:

- 85000000: Healthcare Services
- 93000000: Politics and Civic Affairs Services
- 93140000: Community and Social Services

B. INSTRUCTIONS

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

Name: **Pamela J. Mabry**
Address: 410 Capitol Avenue
Hartford, CT 06134
Phone: (860) 418-6664
E-Mail: DMHAS.FiscalContracts@ct.gov

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

2. **Registering with State Contracting Portal.** Proposers must register with the State of CT contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered.

   Proposers must submit the following information pertaining to this RFP with your proposal:
   - Secretary of State recognition – onlineBusinessSearch (ct.gov)
   - Non-profit status, if applicable
   - Notification to Bidders, Parts I-V https://portal.ct.gov/-/media/chro/cc-documents/notificationtobidderspdf.pdf
   - Campaign Contribution Certification (OPM Ethics Form 1): https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

3. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

   - Agency's RFP Web Page https://portal.ct.gov/DMHAS/RFPs/Index/RFPs-and-RFQs
   - State Contracting Portal (go to CTSource bid board, filter by DMHAS) https://portal.ct.gov/DAS/CTSource/BidBoard

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

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

RFP Released	**Friday, January 16, 2026**
Letter of Intent Due (Recommended)	**Friday, January 30, 2026 by 3:00 PM EST**
RFP Virtual Bidder's Conference Date (Recommended)	**Friday, February 6, 2026 at 10:00 AM EST**
Deadline Questions	**Tuesday, February 17, 2026 by 3:00 PM EST**
Answers Released	**Tuesday, February, 24, 2026**
Proposals Due	**Friday, March 20, 2026 by 3:00 PM EST**
(*) Proposer Selection	**TBD**
(*) Start of Contract Negotiations	**TBD**
(*) Start of Contract	**07/01/2026**

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

   - Total Funding Available: $6,250,000.00
   - Number of Awards: Up to ten (10)
   - Contract Cost: Up to $625,000.00 (up to $125,000.00 annually)
   - Contract Term: Five (5) years*
   - Funding Source: Federal Funding

   *DMHAS reserves the right to amend or extend the contract term based on the availability of funding.

6. **Eligibility.** Eligibility includes the following criteria:
   The following private, nonprofit organizations and municipalities are **ineligible** to respond to this RFP:

   - DMHAS Prevention Infrastructure agencies, also known as DMHAS Prevention Resource Links. These agencies receive non-competitive funds to provide support and build capacity of organizations and municipalities implementing services outlined in this RFP.
   - Colleges and Universities
   - Organizations or municipalities currently receiving funding for the same city, town or community considered for this RFP through the federal Drug Free Communities (DFC) program or the Strategic Prevention Framework – Partnerships for Success (SPF-PFS) are not eligible to apply under this RFP unless they are in the final year of funding. Note: Organizations with existing DFC or SPF-PFS funding may apply if the proposed service area is not currently funded by those programs.
   - State-level SPF-PFS funded communities.

   Pursuant to C.G.S. §17a-676, and in accordance with federal grant requirements for use of this funding, the Department may only award contracts for the services requested herein to private nonprofit organizations or Connecticut municipalities. Eligible proposers are private provider organizations (defined as non-state entities that are 501(c)(3) nonprofit corporations or partnerships with principal place of business in Connecticut) or Connecticut municipalities.

7. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:
   a. The proposer must meet eligibility requirements.
   b. The proposer must have a minimum of three (3) consecutive years of experience managing an array of prevention services.
   c. The Department reserves the right to reject the submission of any proposer in default of any current or prior contract with DMHAS or the State of Connecticut.
   d. Register to do business in the State of CT (Office of the Secretary of the State) https://service.ct.gov/business/s/onlinebusinesssearch?language=en_US
   e. Community Presence: Must have a primary business location and operational offices physically located in Connecticut.

8. **An Electronic Letter of Intent.** An Electronic Letter of Intent (LOI) is **Recommended** to respond to this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, and e-mail address. It is the sender's responsibility to confirm the Agency's receipt of the LOI.

9. **Inquiry Procedures.** All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Agency may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Agency reserves the right to answer questions only from those who have submitted such a letter. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

   The Agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Agency will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Agency's RFP Web Page.

   At its discretion, the Agency may distribute any amendments to this RFP to prospective proposers who submitted a Letter of Intent or attended the RFP Conference.

10. **Virtual RFP Conference.** A Virtual RFP Bidder's conference will be held on **Friday, February 6, 2026, at 10:00 AM EST**. Attendance at the virtual conference is optional but is strongly encouraged.

    Invitations will be sent to those who submit a **Recommended Letter of Intent.** If you have not submitted a Recommended Letter of Intent but wish to attend, please contact the Official Agency Contact for an invitation link to the Bidder's Conference no later than **Thursday, February 5, 2026, at 3:00PM EST.**

    Prospective proposers will be provided an opportunity to submit questions via email to **DMHAS.FiscalContracts@ct.gov**. All questions submitted will be answered in a written Addendum to this RFP, which will serve as the Department's official response. 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 Addendum and duly noted as such. The Agency will release the Addendum on the date established in the Procurement Schedule. The Department will publish any and all Addenda.

11. **Electronic 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: Friday, March 20, 2026**
    - **Time: 3:00 PM EST**

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

    An acceptable submission must include the following:

    - One (1) conforming electronic copy of the original proposal.

      The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

The electronic copy of the proposal must be emailed to official agency contact for this procurement. The subject line of the email must read: **DMHAS-PREV-BRYCWP-2026 RFP**. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than **25MB** as this reflects The Agency's server limitations. Proposers should work to ensure there are no additional IT limitations from the provider side.

12. **Multiple Proposals.** The submission of multiple proposals is an option for this procurement. Proposers may submit more than one proposal, each focused on a different city, town or community. Each proposal must be submitted separately and will be reviewed independently. All required forms and supporting documentation must be included with each individual proposal.

    Note: DMHAS reserves the right to award one (1) proposer per city, town, or community. Multiple awards for the same city, town or community will not be issued.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

A. AGENCY OVERVIEW

The Department of Mental Health and Addiction Services (DMHAS) promotes and administers comprehensive, recovery-oriented services in the areas of mental health treatment and substance use treatment throughout Connecticut.

While the Department's services serve all Connecticut citizens, its mandate is to serve adults (over 18 years of age) with psychiatric or substance use disorders, or both, who lack the financial means to obtain such services on their own and to provide primary prevention services across the lifespan. DMHAS also provides collaborative programs for individuals with special needs, such as persons with HIV/AIDS infection, people in the criminal justice system, those with problem gambling disorders, pregnant and parenting women with substance use disorders, persons with traumatic brain injury or hearing impairment, those with co-occurring substance use and mental illness, and special population transitioning out of the Department of Children and Families.

DMHAS operates on the belief that people with mental illnesses and/or substance use disorders can and should be treated in community settings, and that inpatient treatment should be used when necessary to meet the best interests of the individual. Effective care requires services such as residential, supportive, rehabilitative and crisis intervention programs are available within their local communities. DMHAS is responsible for providing a wide range of services to adults in each of the five human service Regions in Connecticut.

Department Mission
"To promote the overall health and wellness of persons with behavioral health needs through integrated network of holistic, comprehensive, effective, and efficient services and supports that foster dignity, respect, and self-sufficiency in those we serve."

Prevention & Health Promotion Division
As the state authority for behavioral health, DMHAS, through its Prevention and Health Promotion Division (PHP), is committed to advancing substance use prevention and mental health promotion across the lifespan. In alignment with its prevention mandate, the Division provides leadership, funding and technical assistance to support the implementation of evidence-based prevention strategies that reduce risk factors, strengthen protective factors, and promote healthy development from early childhood through adulthood.

B. PROGRAM OVERVIEW

1. **Title:** Building Resilient Youth and Communities with Prevention (BRYCWP)
   The Department of Mental Health and Addiction Services (DMHAS), through its Prevention and Health Promotion Division (PHP), is issuing this Request for Proposals (RFP) to support the continued reduction of underage drinking and, optionally, a second priority substance among youth ages 12 to 20 in Connecticut communities.

2. **Problem Statement:** Although underage drinking in Connecticut has declined since 2005 due to coordinated prevention efforts, alcohol remains the most commonly used substance among youth and continues to pose serious public health risks, especially when initiated before age 15 or used in combination with other substances. BRYCWP seeks to sustain and expand local prevention efforts by funding qualified organizations or municipalities to implement evidence-based, community-level strategies that are

guided by the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework (SPF).

"Prevention" aims to stop substance use before it starts and is guided by the SAMHSA SPF public health model. The SPF is dynamic, iterative, data-drive, and reliant on and encourages a team approach. The SPF is a comprehensive public health model consisting of five (5) core steps:

1. **Assessment**: Identify local prevention needs using relevant data
2. **Capacity**: Build local resources and readiness to address those needs
3. **Planning**: Select and tailor evidence-based strategies to meet local priorities
4. **Implementation**: Deliver prevention programs and practices with fidelity
5. **Evaluation**: Measure the effectiveness and impact of implemented strategies

These steps are supported by two (2) cross-cutting principles: Cultural Competency and Sustainability, which must be integrated throughout the process.

Selected proposers will be required to collaborate with Local Prevention Councils or Coalitions (LPCs) and utilize the DMHAS Prevention Resource Links to ensure the delivery of high-quality, data-informed, and sustainable prevention services align with statewide goals.

To support local implementation of the SPF, DMHAS has established a statewide prevention infrastructure known as the DMHAS Prevention Resource Links, which includes:

- Regional Behavioral Health Action Organizations (RBHAOs)
- The Governor's Prevention Partnership (GPP)
- The Prevention Training and Technical Assistance Service Center (TTASC)
- The DMHAS Center for Prevention Evaluation and Statistics (CPES) at UConn Health
- The Connecticut Clearinghouse
- The State Education Resource Center (SERC)

3. Priority Prevention Focus:

All proposals must address the required primary prevention focus and may optionally include one additional prevention priority:

a. Primary Prevention Focus (Required)
   - Reduction of underage drinking (ages 12-20)

b. Optional Prevention Priorities (ages 12-20):
   - Reduce prescription and over-the-counter drug misuse
   - Reduce youth access to and use of tobacco and nicotine products
   - Reduce cannabis use
   - Reduce illicit drug use

4. Service Outcome Goals:

Funded programs will be expected to achieve measurable, community-level outcomes aligned with the goals of this RFP. The following priority outcome goals will serve as key performance indicators for the required and optional substances:

a. Reduce 30-day use among 12–20-year-olds.
b. Increase perception of risk of substance use among 12–20-year-olds.
c. Increase capacity and membership of the LPC to be reflective of the community.
d. Increase youth involvement and engagement within the LPC and the community.

5. **Target Population:** Youth and young adults aged 12-20 years old within the city, town, or community of focus.

6. **Evidence-Based Strategies:**
   All funded proposers must implement at least two (2) evidence-based strategies or environmental strategies selected through the Planning phase of the SPF. Strategies must be appropriate to the local context, culturally responsive, implemented with fidelity, and targeted to underage alcohol use and optional prevention priority.

C. SCOPE OF SERVICE DESCRIPTION

The Department of Mental Health and Addiction Services (DMHAS), through its Prevention and Health Promotion Division (PHP), is committed to working with eligible organizations or municipalities that demonstrate the capacity to implement the SPF and deliver high-quality, community-level substance use prevention services. Proposers must have a Connecticut-based infrastructure, a documented organizational structure, and a proven ability to manage state-funded prevention initiatives.

To be considered for funding, proposers shall meet the following requirements and submit all required documentation as part of the proposal.

1. **Organizational Requirements** To submit a responsive proposal, **the proposer shall:**

   a. Provide an overview of the proposer's organization or municipality containing the following information:
      i. Confirm the proposer meets the eligibility requirements within Section I.B.6 of the RFP.
      ii. Proposals must include an organizational chart and narrative that clearly outlines the structure and lines of supervision for managing contract deliverables (i.e. Board of Directors, Advisory Committee, Town Council) and where key personnel fit into the structure.
      iii. Proposer must describe how the organization or municipality will supervise, support and oversee the key personnel and implementation of this program.
      iv. Proposer must have completed a financial audit within the past two (2) years and include documentation or a summary of findings in the proposal.
      v. Description of the mission, vision and values of the proposer organization or municipality and the management philosophy that will be used to successfully administer the goals of the program.
      vi. Description of the proposer's familiarity and experience working within prevention, the target population (ages 12-20), engaging key community partners, and implementing the SPF.
      vii. Proposer must include a statement of commitment to meet program requirements in the absence of key personnel, including a plan for continuity of services.
      viii. A description of the proposer's familiarity, and where applicable, past work with the DMHAS system.

2. **Service Requirements:** To submit a responsive proposal, **the proposer shall:**

   a. Provide an overview of the organization's experience providing similar prevention services outlined in this RFP.
   b. Proposers shall identify the required primary prevention focus on underage drinking / alcohol use among youth ages 12–20. Proposers may also select one (1) optional prevention priority (see Section II.B.3) and must provide a justification for its inclusion based on local data that demonstrates its relevance.

c. Proposers shall clearly define the service area where prevention services will be implemented. Service area may include an entire municipality or sub-municipal area (e.g. neighborhoods, school districts, census tracks). Proposers must provide rationale for selecting the proposed service area and include a detailed description of its geographic boundaries, population demographics, and relevance to the goals of the BRYCWP program. Successful responses will include geographic boundaries, key socio-demographic characteristics, substance use prevention needs (including risk and protective factors), resources and assets, community support or resistance to prevention within the service area.
d. Proposers must identify a LPC to collaborate with to implement the BRYCWP program. For the purposes of this RFP, the LPC must have been established prior to January 1, 2026 (6-months prior to award term) and must include representation from multiple community sectors working toward a shared prevention mission. Proposers must provide a detailed description of the LPC, including:
    i. Provide the mission and vision.
    ii. Describe the LPC's demonstrated knowledge of prevention across the lifespan.
    iii. Provide a brief history of the LPC's service to the proposed service area.
    iv. Describe major projects successfully implemented.
    v. Describe any prior collaborations or relationships between the LPC and the proposer.
e. Proposers must identify which of the twelve (12) SAMHSA recognized community sectors are currently actively engaged on the LPC. For any sectors not currently engaged, proposers must describe specific strategies for outreach and engagement. (Community Sectors include Youth, Parents, Law Enforcement, Schools, Businesses, Media, Youth Serving Organizations, Religious of Fraternal Organizations, Civic or Volunteer Groups, Healthcare Professionals, State, Local, or Tribal Government Agencies, and Other Organizations.)
f. Proposers must include a statement of commitment to actively collaborate with DMHAS project management team and designated state partners in the implementation of this RFP to implement the BRYCWP program. This includes (1) participating in ALL required program meetings and trainings, (2) submitting reports and data as requested, and (3) full participation in at least one (1) DMHAS Site Visit during the contract term.
g. Proposers must commit to hire and maintain key personnel outlined in the Staffing Requirements (Section II.C.3).
h. Proposers must provide a statement of commitment to actively collaborate with all identified DMHAS Prevention Resource Links to support the implementation of BRYCWP as follows:
    i. Prevention Training and Technical Assistance Service Center (TTASC): Training and Technical Assistance resource to help ensure progress through the SPF process, identify successes and challenges, and provide training through required Learning Community trainings. TTASC will attend LPC meetings and meet with key personnel related to the project.
    ii. DMHAS Center for Prevention Evaluation and Statistics at UConn Health (CPES): Overall state-level program evaluation coordination, analysis and reporting. CPES will provide technical assistance around hiring an independent local evaluator, and for the required Needs Assessment, Evaluation Plan, Evaluation Summary and Final Report.
    iii. The Governor's Prevention Partnership (GPP): Coordination and facilitation of the Youth Advisory Board. Key personnel (Youth Peer Advocates) are required to attend monthly meetings and participate on one (1) Youth Advisory Board sub-committee, which meets monthly. Prevention Coordinators may also attend but are not required to (if a YPA is in attendance). Prevention Coordinators must attend in the absence of the YPA.
    iv. Regional Behavioral Health Action Organizations: Ensure the LPC is in contact with their RBHAO for the purposes of regional connectedness, regional

resources, and support navigating local capacity building and partnerships among key community stakeholders.

i. Proposers must provide a clear statement of commitment to implementing the SPF within the selected service area in accordance with the timeline and guidance provided by DMHAS. The statement must affirm the proposer's understanding of the SPF process, express support for its value in guiding effective prevention efforts, attend required trainings and confirm participation in all five (5) steps of the framework.

j. Proposers must provide Letters of Support demonstrating planned coordination and collaboration with existing LPCs, community-based organizations, and the local municipality. These letters should reflect a shared commitment to the goals of the initiative and outline the roles, contributions, or resources each partner will provide to support successful implementation.

Required Letters of Support:

i. School District / Individual Schools: Detailed description of the commitment to implement a student survey on a defined regular basis. The letter should specify the intended frequency and timeframe for survey implementation.

ii. Local Prevention Council:

(a) If the proposer **is not** the designated LPC for the selected service area, then the proposer must include a letter from the LPC demonstrating the willingness to participate in and commit to requirements of BRYCWP program and a detailed description of the LPCs role in this partnership.

(b) If the applicant **is** the designated LPC for the selected service area, this must be clearly stated in the proposal. In this case a separate Letter of Support is not required.

3. Staffing Requirements: To submit a responsive proposal, **the proposer shall:**

a. Demonstrate the capacity to staff and manage the program adequately and effectively. This includes (1) submitting resumes for all filled key personnel positions; (2) provide a timeline for hiring any unfilled positions; (3) include job descriptions for all proposed staff and contractor positions.

i. All staff funded through this RFP must be approved by DMHAS prior to hiring. Staffing must be sufficient to meet the expectations and deliverables outlined in this RFP.

ii. Staff assigned to key roles should possess experience and competencies in the following areas:

- Project management.
- Program evaluation.
- Budget management and administration / fiscal reporting.
- Program planning and implementation.
- Performance monitoring.
- Personnel management.

iii. Provide a staff training / professional development plan that will be used to consistently and continuously educate and train staff specifically to their role.

b. The following key personnel positions are required for this RFP:

i. Program Coordinator: A 1.0 FTE (minimum of 35 hours per week) Program Coordinator is required. This must be one position, and the FTE may not be split among staff. This position must be filled within 3 months post contract execution. The Program Coordinator must have at least one (1) year of work experience in substance use prevention or similar public health planning models. The Program Coordinator is responsible for working with the LPC to implement the SPF, attending DMHAS required meetings and trainings, coordinating with DMHAS Prevention Resource Links to implement the to-be-developed Strategic Plan, and working with the sub-contracted

independent local evaluator to reach outcome measures and measure successes and challenges. It is DMHAS's preference that the Program Coordinator is a Certified Prevention Specialist (CPS) or will work toward obtaining the certification by the end of the contract term. In the absence of a Program Coordinator, the organization or municipality is responsible for all project deliverables and requirements.

ii. Youth Peer Advocate: At least one (1) Youth Peer Advocate (YPA), per identified city, town, or community, between the ages of 16 and 24 must be hired under the supervision of the Program Coordinator. Each YPA must be hired for a minimum of eight (8) hours per week. The YPA must attend monthly Youth Advisory Board (YAB) meetings, participate in one (1) YAB sub-committee, and assist with youth focused tasks for the LPC. In the absence of the YPA, the Program Coordinator must attend the monthly YAB meetings. (Additional YPA activities may include: develop collaborative partnerships with school and community groups, work directly with the LPC in all steps of the SPF, interpret and present data to community boards and groups, create a media campaign, recruit other youth to participate, attend workshops, training, or conferences related to prevention efforts.

iii. Additional staff or consultants can be funded to work on project activities, as needed. Unless there are unusual circumstances, supervisor's time should be limited to 0.1 FTE and administrative time should be limited to 0.2 FTE. Consultants or additional staff cannot duplicate the support, training or technical assistance offered by DMHAS Prevention Resource Links.

iv. Independent Local Evaluator see Section II.C.5 labeled Subcontractor for details on this requirement.

4. **Data and Technology Requirements:** To submit a responsive proposal, **the proposer shall:**

a. Provide a clear statement of commitment to collecting both quantitative and qualitative local-level data for state-level reporting, using the DMHAS designated data collection tool or system. A minimum of 10% of the total annual budget must be allocated to evaluation activities, including the subcontracting with an Independent Local Evaluator (see Section II.C.5 for details).
b. Proposers must have either previously implemented a school / student survey within the school district of the identified service area or must provide confirmation from the school district or school leadership that a survey will be implemented. (See Letters of Support / Collaboration in Section II.C.2.j.).
c. Demonstrate how strategies will be evaluated including any baseline data and the ability / capacity to track long- and short-term outcomes in connection with the target population. In absence of baseline data, describe the timeline and method on how the baseline will be established. Please see Section II.C.5 for information on the required Independent Local Evaluator sub-contractor.
d. Describe the organization or municipality's technology infrastructure, and applications / systems to be applied to the BTYC-WP program (including access to email and internet on site, in the field, and from home if applicable) to demonstrate sufficient capacity and adequate technology.
e. Describe the organization or municipality's ability and capacity to collect and manage DMHAS required program data.
f. Proposers must commit to entering monthly service data into the DMHAS prevention data collection system as well as provide quarterly performance measure data for state or federal data requests. Training for data entry will be provided by DMHAS.

5. Subcontractor

a. Proposers are required to subcontract with an Independent Local Evaluator to support all evaluation components of the BRYCWP program. A minimum of 10% of the total annual budget must be allocated specifically for evaluation activities. The Independent Local Evaluator shall assist the Program Coordinator with all five (5) steps of the SPF, including the Needs Assessment, Strategic Plan, Evaluation Plan, Sustainability Plan, Evaluation Summary and Final Report, School / Student Surveys, and other evaluation needs. The Independent Local Evaluator cannot work for the fiduciary agency and must be an independent contractor. The Independent Local Evaluator must coordinate with the DMHAS Prevention Resource Links. Resume and job description must be submitted as part of this application.

6. Work Plan

a. Proposers must submit a detailed 12-month work plan covering the period 7/1/2026 – 6/30/2027. The 12-month work plan must outline a comprehensive approach to prevent or reduce underage drinking / alcohol use and an optional second prevention priority focus among 12-20 years old. Rationale for the optional second prevention priority must be clear, data-driven and supported by local data. Strategies and activities should be specific to the required and optional selected substances and reflect the proposer's current understanding and planning. Strategies implemented post-award, may be different pending implementation of the SPF.

i. The 12-month work plan must include:

- Goal: a broad, long-term prevention aim
- Objective: a measurable, time-bound outcome that supports the goal
- Strategy: overarching approach or method to achieve the objective
- Activity: specific actions or tasks to implement the strategy
- Responsible Party: individual(s) or role(s) accountable for implementation
- Timeline: expected timeframe for completing each activity

Example Work Plan:

Goal 1:
Objective 1:
Strategy 1:

Activity	Responsible Party	Timeline

Goal 2:
Objective 2:
Strategy 2:

Activity	Responsible Party	Timeline

7. Financial Requirements (Cost Proposal Component)

a. **Financial Status Reports:** If the three (3) most recent audits are available via the Office of Policy and Management's EARS system, such may be noted in the proposal, and a hardcopy of the audit cover letters need not be provided.

b. **Audited Financial Statements:** Any proposer agency that does not hold a current contract with the Department must submit cover letters from their auditor for the last three (3) annual audits of their agency and a copy of their most recent financial audit, included in the proposal. If less than three (3) audits were conducted, details must be provided as to why, and any supporting documentation assuring the financial efficacy of the applicant agency should be included (i.e. an accountant prepared financial statement, a tax return, etc.).

8. Budget Expectations

a. Proposals must contain an itemized annual budget on the budget form delineated in Section VI. Appendix, E. Budget and Budget Narrative, of this RFP. All startup costs must be clearly identified as one (1) line item in the budget.
(Budget Year 1: 07/01/2026 – 06/30/2027 ($125,000).)
b. A budget narrative must be provided, explaining all costs contained in the budget. All start-up costs must be listed separately and clearly detailed in the budget narrative.
c. All other funding, including agency financial support, must be identified.
   i. Complete a price schedule, budget, or cost proposal in its entirety that will enable the effective delivery of the proposed project or services.
   ii. Describe all direct and indirect costs associated with the service or project. Indirect Expenses (budget template section 7100), Facilities (budget template section 5600), and Insurance (budget template line item 5802) are limited to 15% of the annual budget combined ($18,750 annually).
   iii. Describe any key cost variables for the service or project such as volume, frequency, duration or length.
   Narrative and justification: Present a detailed, line-item cost narrative that explains the basis and rationale for the costs proposed including justification for proposed costs to be reasonable based on the BRYCWP program.
   iv. Describe any key budgeting decisions you faced, assumptions, or calculation approaches used to develop the budget and budget narrative.

d. **Unallowable costs -** Funds cannot be used for:

   ii. Research
   iii. Clinical Care.
   iv. Costs prior to receiving a fully executed contract.
   v. Lobbying Activities.
   vi. Budget template section 5900 "Client Subsidies"
   vii. Budget template line 5402 "Vehicle Leases"
   viii. Budget template line 5403 "Vehicle Maintenance"
   ix. Budget template line 5501 "Food" unless related to out-of-state travel per diem rates.
   x. Food-related supplies (i.e. plates, cups, utensils, etc.)
   xi. Budget template line 5502 "Lab & Medical Supplies"
   xii. Budget template section 5700 "Capital Expenses (>$5,000)"
   xiii. Budget template line 5803 "Housekeeping"
   xiv. Budget template line 5805 "Drug Testing" unless needed for initial hiring of key personnel.

e. **Supplanting Existing Funds:** Funds cannot replace current program, organization or municipal funds with funds through this RFP.
f. **Out-of-State Travel:** (budget template line 5804) DMHAS must approve all out-of-state travel. Travel requests shall include a description of the purpose, location, dates, anticipated costs, and relevance to the BRYCWP program. Please utilize federal per

diem rates for budgeting: https://www.gsa.gov/travel/plan-book/per-diem-rates

g. **In-State Travel:** (budget template line 5401) Utilize organization or municipal Personal Use Vehicle reimbursement guidelines for rate per mile.

D. PERFORMANCE MEASURES

The following performance metrics highlight key priorities that will be analyzed with providers/vendors collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to The Agency. The Agency looks forward to working with providers/vendors to define additional important performance metrics.

The following performance metrics highlight key priorities that will be at minimum be collected during the life of the project.

a. 12-20-year-old 30-day underage drinking / alcohol use rates
b. 12-20-year-old perception of ease of access (alcohol)
c. 12-20-year-old perception of risk (underage drinking / alcohol)
d. Compliance check failure rate by on and off premise alcohol vendors
e. Capacity of each community to implement prevention strategies as measured by available resources.

*If an optional second priority substance is selected, the same requirements will be expected for the additional substance.

Applicants should propose additional key metrics in their submissions.

E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcomes-oriented, DMHAS seeks to actively and regularly collaborate with providers/vendors to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, DMHAS reserves the right to request/collect other key data and metrics from providers/vendors.

The Department recognizes and appreciates the value of data-driven reports and rely on data to understand and enhance the prevention infrastructure. As such, the resultant Contractors will need to have a robust, comprehensive, yet flexible evaluation plan and process to allow for identification of trends. It is expected that the resultant Contractor will act as a full participant throughout the entire contract term, and in the absence of key personnel. Examples of requirements include, but are not limited to, the following:

a. Attend monthly Learning Communities.
b. Meet on a mutually agreed upon schedule with identified DMHAS Prevention Resource Links who assist with implementation of the SPF.
c. Collect, track and submit DMHAS required data in collaboration with the hired Independent Local Evaluator.
d. Submit required documents related to each step of the SPF within the agreed upon timeline (i.e. Needs Assessment, Strategic Plan, Implementation Plan, Evaluation Plan, Sustainability Plan, Evaluation Summary, Final Report)

The contractor shall submit reports in a timely manner with accurate data and information through the DMHAS provided prevention data system. Examples of reporting requirements include, but are not limited to, the following:

1. **Monthly Reporting:**
    a. Service Data.
2. **Quarterly Reporting:**
    a. Progress Report.
    b. Expense Report.
3. **Annual Reporting**
    a. Evaluation Summary.
    b. Survey Data, as it applies.
    c. Process and Outcome data, as it applies.
4. **Final Reporting**
    a. Overall Program Report.
    b. Project End Expense Report.
5. **Ad hoc Reporting**
    a. Success and Challenges
    b. Strategy Highlights
    c. Other

III. PROPOSAL SUBMISSION OVERVIEW

A. SUBMISSION FORMAT INFORMATION

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 one (1) of the proposal. Proposers must complete and use the Cover Sheet form provided by the Agency in the Appendix VI. Appendix D. Cover Sheet.

3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.

4. **Executive Summary.** Proposals must include a high-level summary, not exceeding three (3) pages of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP. The Executive Summary is not part of the main proposal and cost proposal.

5. **Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification. All attachments should be included in VI. Appendix.

6. **Style Requirements.** This is an electronic submission.

   Submitted proposals must conform to the following specifications:

   - Paper Size: 8.5 x 11 (Standard Letter)
   - Font Size: 12 points (tables and charts can be 10 points)
   - Font Type: Times New Roman
   - Margins: Normal (1 inch around)
   - Line Spacing: 1 ½
   - Print Style: Singled-Sided
   - Page Limit: Maximum **20 pages,** exclusive of Executive Summary, Appendices, Budget Forms and Budget Narrative

7. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

8. **Packaging and Labeling Requirements.** Not Applicable

9. **Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In subsection IV.F of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the

information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

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

B. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Agency will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.

2. **Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Agency Head will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.

3. **Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further The Agency will reject any proposal that deviates significantly from the requirements of this RFP.

4. **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 Review Committee will

use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below:

Criteria	Points
Organizational Requirements	15
Service Requirements	30
Staffing Plan	15
Data and Technology	10
Subcontractors – if applicable	05
Work Plan	15
Financial Requirements – Budget/Narrative	05
Appendices	05
Total Points	**100**

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate proposers.

6. **Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

7. **Appeal Process.** Proposers may appeal any aspect the Agency's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Agency head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.

8. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

A. Cover Sheet

B. Table of Contents

C. Executive Summary

D. Main Proposal

E. Attachments (clearly referenced to summary and main proposal where applicable)

F. Declaration of Confidential Information

G. Conflict of Interest - Disclosure Statement

H. Statement of Assurances

A-H are defined more specifically below. The listing above is just to provide an initial outline for proposers.

This section is for information only. This can be used for additional instruction on completed your Main Proposal in your RFP as applicable.

A: Cover Sheet

The proposer must use a Cover Sheet that is provided.

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

B: Table of Contents

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

C: Proposer Executive Summary

The page limitation for this section is three (3) pages briefly describing how the proposer meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the proposer should be selected for the activities highlighted in the scope of services.

D: Main Proposal Submission Requirements To Submit a Responsive Proposal:

****Please note the maximum total page length for this section is 20** (all appendices and other attachments should be referred to in section D and then placed in section E.)

1. **Organizational Requirements**
   The purpose of this subsection is to gather information about the administrative and operational capabilities of the proposer to provide the purchased service. The proposer should refer to section II.C.1 of this RFP for an outline of the minimum required information for this section.

2. **Services Requirements**
   The purpose of this subsection is to gather information about how the proposer intends to provide the purchased service (including the use of any subcontractors). The proposer should refer to section II.C.2 of this RFP for an outline of the minimum information for this section.

3. **Staffing Requirements**

   a. Team overview: Describe the team that would work on this project. Include a list of key team members and their general availability while on this project. Make the case for why they will be great partners on this project. Please provide bios, and additional information you think best highlights the strength of the team that would be working on this project.

   b. General capacity: Please describe your organization's capacity to take on additional work if you are awarded this contract. How would you create additional capacity, if needed? How would you quickly pivot directions, should feedback from the DMHAS require a change in direction?

c. The proposer should refer to section II.C.3 of this RFP for an outline of the minimum required information for this section.

4. Data and Technology

The purpose of this subsection is to gather information about the proposer's information management and performance measurement systems. The proposer should refer to section II.C.4 of this RFP for an outline of the minimum required information for this section.

5. Subcontractor

The proposer should refer to section II.C.5 of this RFP for an outline of the minimum required information for this section.

6. Work Plan

The purpose of this subsection is to gather information about the quality and quantity of personnel that the proposer intends to employ to deliver the purchased service. The proposer should refer to section II.C.6 of this RFP for an outline of the minimum required information for this section.

7. Financial Requirements

The purpose of this subsection is to gather information about the proposer's fiscal stability, accounting and financial reporting systems, or relevant business practices. The proposer should refer to section II.C.7 of this RFP for an outline of the minimum required information for this section.

8. Budget and Budget Narrative

The purpose of this subsection is to gather information about how the proposer developed the proposed budget and cost allocations. The proposer should refer to section II.C.8 of this RFP for an outline of the minimum required information for this section.

E: Attachments

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

F: Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a*. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

G: Conflict of Interest – Disclosure Statement

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

H: Statement of Assurances

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

V. MANDATORY PROVISIONS

A. PSA STANDARD CONTRACT PROVISIONS

Section III. Terms and Conditions

The Contractor agrees to comply with the following mandatory terms and conditions.

A. Contractor Obligations

1. **Payment or Service Liability.** The Department and the State of Connecticut assume no liability for payment under the terms of any agreement or contract, and the Contractor shall have no obligation to perform any services, until the Contractor is notified, in writing, that the contract has been approved by the Commissioner of the Department, where applicable by the Office of Policy and Management, and where applicable by the Attorney General.

2. **Contract Revisions and Amendments.**
   - **a.** A formal Contract amendment, in writing, shall not be effective until executed by both parties to the Contract, where applicable by the Office of Policy and Management, and where applicable by the Attorney General. Such amendments shall be required for extensions to the final date of the Contract period and to terms and conditions specifically stated in this Contract, including but not limited to revisions to the maximum Contract payment, to the unit cost of service, to the Contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services, and to any other Contract revisions determined material by the Department.
   - **b.** The Contractor shall submit to the Department in writing any proposed revision to the Contract and the Department shall notify the Contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section.
   - **c.** No amendments may be made to a lapsed Contract.

3. **Contract Reduction.**
   - **a.** The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
     - **(1)** the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or
     - **(2)** federal funding reductions result in reallocation of funds within the Department.
   - **b.** The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

4. **Default by the Contractor.**
   - **a.** If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
     - **(1)** withhold payments until the default is resolved to the satisfaction of the Department;

(2) temporarily or permanently discontinue services under the contract;
(3) require that unexpended funds be returned to the Department;
(4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
(5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
(6) terminate this contract;
(7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
(8) any combination of the above actions.

b. In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.

c. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

d. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

5. **Federal Funds.** (if applicable) The Department assumes no liability for payment, and the Contractor shall have no obligation to perform, under the terms of this contract until and unless the Federal or State funds for this contract are authorized and made available.

6. **Credits and Rights in Data.**
   a. Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents

co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

b. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

7. **Liaison.** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

8. **Subcontracts.** None of the services to be provided by the Contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership of group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall in no way alter the contract terms and conditions. No subcontract or delegation shall relieve or discharge the Contractor from any obligation, provision or liability hereunder.

9. **Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

10. **Suspension or Debarment.**
    a. Signature on contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
    (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
    (2) within a three year period preceding this contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
    (4) has not within a three-year period preceding this contract had one or more public transactions terminated for cause or fault.

    b. Any change in the above status shall be immediately reported to the Department.

11. Litigation.

a. The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

b. The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

12. Performance. The failure of either party to insist upon strict performance of any terms or conditions of this contract shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

13. Facility Standards and Licensing Compliance. The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

14. Severability. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

15. Program Cancellation. Where applicable, the cancellation or termination of any individual program or services under this contract will not, in and of itself, in any way affect the status of any other program or service in effect under this contract.

16. Mergers and Acquisitions.

(a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.

(b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.

(c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

B. Contract Provisions

1. Definitions:

a. "Claims": All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

b. **"Contract"**: This agreement, as of its effective date, between or among the Parties.

c. **"Contractor Parties"**: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

d. **"Records"**: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

e. **"State"**: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.

f. **"Termination"**: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

g. **"Breach"**: If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Section II Cost and Schedule of Payments.

h. "**Confidential Information**" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand, deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

i. **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

2. **Audit Clause. Audit Requirements**. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state singe audit standards as applicable.

3. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily
available for viewing by the employees of the Contractor.

4. **Public Records**. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

5. **Connecticut Law**. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles

of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. **Termination**.
   - **a.** Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
   - **b.** Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
   - **c.** The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
   - **d.** Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
   - **e.** The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Section I and II of this contract, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all

of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

7. **Indemnification and Insurance.**

a. Indemnification

i. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

ii. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

iii. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

iv. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

v. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover

under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

vi. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

b. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

i. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

ii. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.

iii. Professional Liability: $1,000,000 limit of liability. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

8. **Non-waiver of State's Immunity**. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

9. **Summary of Ethics Laws.**
Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

10. **Audit and Inspection of Plants, Places of Business and Records**.

a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

b. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d. All audits and inspections shall be at the State's expense.

e. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

g. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

11. Campaign Contribution Restriction.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

12. Protection of Confidential Information.

a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

iii. A process for reviewing policies and security measures at least annually;

iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

13. Executive Orders and Other Enactments.

(a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

(b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

(c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is

applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

14. Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by 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 Connecticut General Statutes § 32-9n; and
x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of

enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such

sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

15. Health Insurance Portability and Accountability Act of 1996.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions

(1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).

(6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate

agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an Individual requests that the Business Associate

(A) restrict disclosures of PHI;

(B) provide an accounting of disclosures of the Individual's PHI;

(C) provide a copy of the Individual's PHI in an electronic health record; or

(D) amend PHI in the Individual's designated record set
the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

(A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and

(B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.

(F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

(G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not

violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or,

if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

16. Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)

Start Date	End Date	Cost

The basic terms of the consulting agreement are: _____

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

17. Large State Contract Representation for Contractor.
Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

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

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

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

18. Large State Contract Representation for Official or Employee of State Agency.
Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

19. Iran Energy Investment Certification.
(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of

the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

20. **Access to Contract and State Data.**
The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

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 Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended

beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.

5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

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

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

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

3. **Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.

4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.

6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.

8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

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

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.

2. **Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.

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

4. **Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

6. **Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.

7. **Clerical Errors in Award.** The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. **Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

E. STATUTORY AND REGULATORY COMPLIANCE

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

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. **Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best

knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

4. **Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

5. **Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

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

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

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

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

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

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

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

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

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
BYRC-WP	Building Resilient Youth and Communities with Prevention
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CPES	DMHAS Center for Prevention Evaluation and Statistics at UConn Health
CT	Connecticut
DAS	Department of Administrative Services (CT)
DMHAS	Department of Mental Health and Addiction Services
FOIA	Freedom of Information Act (CT)
FTE	Full Time Equivalent
GPP	The Governor's Prevention Partnership
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
LPC	Local Prevention Council / Coalition
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
PHP	Prevention and Health Promotion Division
PSA	Personal Service Agreement
P.A.	Public Act (CT)
RBHAO	Regional Behavioral Health Action Organization
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
SERC	State Education Resource Center
SPF	Strategic Prevention Framework
TTASC	Prevention Training and Technical Assistance Service Center
U.S.	United States
YAB	Youth Advisory Board
YPA	Youth Peer Advocate

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

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

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

- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a PSA with the Agency as a result of this RFP.

B. STATEMENT OF ASSURANCES

Department of Mental Health and Addiction Services

The undersigned Respondent affirms and declares that:

1) General

a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.

b. The Respondent will deliver services to the Agency the cost proposed in the RFP and within the timeframes therein.

c. The Respondent will seek prior approval from the Agency before making any changes to the location of services.

d. Neither the Respondent of any official of the organization nor any subcontractor the Respondent of any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.

e. Neither the Respondent of any official of the organization nor any subcontractor to the Respondent of any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

Authorized Signatory Date

C. RECCOMENDED LETTER OF INTENT

State of Connecticut
Department of Mental Health and Addiction Services
REQUEST FOR PROPOSALS
DMHAS-PREV-BRYCWP-2026-RFP

Return to:
DMHAS Official Contact
Pamela J. Mabry

The organization below intends to submit a proposal in response to the above referenced RFP.

Note: This letter is a non-binding expression of interest and does not obligate the sender to submit a proposal.

Prospective Proposer:

	( ) -
Legal Name	Telephone Number

Mailing Address	Town, State	Zip Code

Contact Person:

Name	Title

Mailing Address	Town, State	Zip Code
( ) -	( ) -	
Telephone Number	FAX Number	E-mail Address

Person Authorized to Sign Contract:

Name	Title
Signature	Date

Town:_____

D. COVER SHEET

DMHAS-PREV- BRYCWP-2026-RFP
Department of Mental Health and Addiction Services
Due Date: 03/20/2026 3:00 PM EST

Primary Business Name _____ FEIN # & DUNS# _____

Business Address _____ Telephone Number _____

Town, State _____ Zip Code _____

Contact Person: (*Individual other than Authorized Official who can provide additional information about the proposal or who has immediate responsibility for the proposal*)

Name _____ Title _____

Street Address _____ Town, State, Zip Code _____

Telephone Number _____ Facsimile Number _____ E-mail Address _____

Authorized Official: (*Individual empowered to enter into and amend contractual instruments in the name and on behalf of the Contractor*)

Name _____ Title _____

Street Address _____ Town, State, Zip Code _____

Telephone Number _____ Facsimile Number _____ E-mail Address _____

Signature _____

Total Amount of Proposal: _____

Town:_____

E. BUDGET AND BUDGET NARRATIVE

DIRECT EXPENSES		ANNUAL Costs
5100: SALARIES		
5101	Staff Salaries & Wages (title, hourly rate and % of FTE)	
5102	Overtime	
5103	Non-Routine Comp. (specify in narrative)	
	Total Salaries	
5200: FRINGE BENEFITS		
5300: CONTRACTUAL SERVICES		
5301	Medical Professional	
5302	Behavioral Health Professional	
5303	Contracted Workers - Non-Payroll	
5304	Other Contractual (specify in narrative)	
	Total Contractual Services	
5400: TRANSPORTATION		
5401	Staff Travel Reimbursement	
5402	Vehicle Leases	
5403	Vehicle Maintenance	
5404	Other Transportation (specify in narrative)	
	Total Transportation	
5500: MATERIALS AND SUPPLIES		
5501	Food	
5502	Lab & Medical Supplies	
5503	Equipment (Less than $5,000)	
5504	Other Mtrls and Sppls (specify in narrative)	
	Total Materials/Supplies	
5600: FACILITIES		
5601	Rent and Real Estate Taxes	
5602	Security	
5603	Maintenance & Repair - Facility and Plant	
5604	Utilities	
5605	Other Facilities (specify in narrative)	
	Total Facilities	
5700: CAPITAL EXPENSES (> $5,000)		
5701	Capital Equipment	
5702	Depreciation	
5703	Other Capital (specify in narrative)	
	Total Capital Expenses	
5800: OTHER EXPENSES		
5801	Communications	
5802	Insurance	
5803	Housekeeping	
5804	Staff Training and Conferences	

5805	Drug Testing	
5806	Other (specify in narrative)	
	Total Other Expenses	
5900: CLIENT SUBSIDIES		
5901	Transportation	
5902	Nutrition/Food Vouchers	
5903	Education	
5904	Housing	
5905	Personal Items	
5906	Other Client Subsidies (specify in narrative)	
	Total Client Subsidies	
TOTAL DIRECT EXPENSES		
INDIRECT EXPENSES		
7100: ADMINISTRATIVE & GENERAL		
7111	Staff Salaries & Wages	
7120	Fringe Benefits	
	All Other A&G (Please provide details)	
TOTAL INDIRECT EXPENSES		
TOTAL		

Note:

This budget is available in an excel document. Please contact the official contact person for a copy.

Please attached an additional page describing the budget narrative.

F. Acknowledgement of Contract Compliance – Notification to Bidders

Acknowledgement of Contract Compliance - Notification to Bidders

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS
(Revised 09/3/15)

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 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding 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 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) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. 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-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that 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.

*** INSTRUCTIONS** **Proposer must sign acknowledgment below, and return acknowledgment to awarding agency along with signed proposal.**

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

Signature: _____

Date: _____

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and
the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except
that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

To download an electronic copy of the Bidder Contract Compliance Monitoring Report from CHRO:
https://portal.ct.gov/-/media/chro/cc-documents/notificationtobidderspdf.pdf
Please attach a copy of the **Bidder Contract Compliance Monitoring Report** to the Proposal.

G. Campaign Contribution Certification

STATE OF CONNECTICUT

CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of $50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

☐ **Initial Certification**

☐ **Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

Printed Contractor Name **Printed Name of Authorized Official**

Signature of Authorized Official

Subscribed and acknowledged before me this_____day of_____, 20_____.

Commissioner of the Superior Court (or Notary Public)

_____My Commission Expires

H. PROPOSAL CHECKLIST

To assist proposers in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFP. Please note that this document does not supersede what is stated in the RFP. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections II, III, and IV of this RFP) for more comprehensive detail **This is a tool for proposers to use.** It is the responsibility of each proposer to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Key Dates

Procurement Timetable
The Agency reserves the right to modify these dates at its sole discretion.

Item	Action	Date
1	RFP Released	01/16/2026
2	Letter of Intent Due (Recommended)	01/30/2026 by 3:00pm EST
3	RFP/Bidder's Conference Date	02/06/2026
4	RFP/Bidder's Conference Time	10:00am EST
5	Deadline for Questions	02/17/2026 at 3:00pm EST
6	Answers Released	02/24/2026
7.	Proposals Due	03/20/2026
8.	(*) Proposer Selection	TBD
9.	(*) Start of Contract Negotiations:	TBD
10.	(*) Start of Contract	07/01/2026

Proposal Content Checklist

- ☐ **Cover Sheet** including required information:
- ☐ **Table of Contents**
- ☐ **Executive Summary**: high-level summary of proposal and cost
- ☐ **Main proposal and with relevant attachments**. *Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification*. Additional attachments may include (bullets below are examples only):
  - Organizational Requirements
  - Services Requirements/Scope of Services
  - Staffing Requirements
  - Data and Technology Requirements
  - Subcontractor – (as applicable)
  - Work plan
  - Financial Requirements
  - Budget and Budget Narrative (Include startup cost)

Registration with State Contracting Portal (if not already registered):

- ☐ Register at: https://portal.ct.gov/DAS/CTSource/Registration
- ☐ **Submit Campaign Contribution Certification (OPM Ethics Form 1):** https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms
- ☐ **Valid Unique Entity Identifier (UEI)** obtained through https://sam.gov/ (Prior to contract award) This is required for federally funded contracts.
- ☐ **Acknowledgement of Contract Compliance – Notification to Bidders**
- ☐ **IRS Determination Letter** (for nonprofit proposers)

- ☐ **Three years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for proposers whose organizations have been incorporated for less than three years.
- ☐ **Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.
- ☐ **Conflict of Interest Disclosure Statement**
- ☐ **Statement of Assurances**
- ☐ **Declaration of Confidential Information**
- ☐ **Proof of DPH Clinical Licensure – (as applicable)**
- ☐ **Organizational Chart**
- ☐ **Resume of Key Personnel**
- ☐ **Secretary of State recognition, Connecticut -** onlineBusinessSearch (ct.gov)

Formatting Checklist

- ☐ Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- ☐ Is the main body of the proposal within the 20-page limit?
- ☐ Is the proposal in 12-point, Times New Roman font?
- ☐ Does the proposal format follow normal (1 inch) margins and 1 ½ line spacing?
- ☐ Does the proposer's name appear in the header of each page?
- ☐ Does the proposal include page numbers in the footer?
- ☐ Are confidential labels applied to sensitive information (if applicable)?

Memorandum

To:	Office of the First Selectman
From:	Michele Jakab, Director of Human Services
Re:	Grant Application: Federal Fiscal Year 2025 Grant Cycle/Traditional Funds for accessible bus. Federal Transit Administration
Date:	February 4, 2026

The Trumbull Senior Center would like to request the Town Council to authorize the Traditional Funds Grant Application from the Federal Transit Administration. The following is a summary of this grant:

Grant Program:	Section 5310 is a federal grant program intended to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. It supports transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas of Connecticut and provides funding for both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act (ADA) complementary paratransit services.
Funding Source:	State of Connecticut Department of Transportation funded through the Federal Transit Administration 5310 Program: Traditional Funds
Funding Cap:	The federal share of eligible capital costs is 80 percent.
Purpose of Funds:	For delivery in the fall/winter of 2027, this grant would fund 80% of the capital cost of a new accessible bus, replacing a current vehicle in the fleet.
Cost Share/Match:	This Grant has a 20% match requirement.

Human Services Department

February 4, 2026

Memo: Explanation of 5310 Grants through the Department of Transportation

CTDOT's Section 5310 programs are designed to improve mobility for seniors and individuals with disabilities.

Traditional Funds

Traditional funds are used to purchase senior center buses, with the state covering 80% of the vehicle cost and the town funding the remaining 20%. Vehicles are replaced every five years, with costs partially recouped when the old vehicles are auctioned. We plan to replace a 2018 10-passenger vehicle.

Non-Traditional Funds

Non-traditional funds cover operating costs for our expanded services. The senior center currently invoices the state at $40.48 per hour for all expanded transportation services offered, including medical trips, shopping, and other essential travel.

Applicants are requested to submit their applications to both DOT.Section5310@ct.gov and their Regional Councils of Governments (RCOGs) via email as one PDF attachment **by 4:00 p.m. Tuesday March 31st, 2026.**

CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT)

SECTION 5310 GRANT PROGRAM 2023 APPLICATION ANNOUNCEMENT

Section 5310 applications are now available on the state of Connecticut's contracting portal, CTsource.

Applications are due no later than 4:00 pm on Tuesday, April 2, 2024.

The Section 5310 program provides Federal funding for capital and operating expenses to improve mobility for seniors and individuals with disabilities.

For the 2023 application cycle, CTDOT will fund viable Traditional vehicle projects selected for award at **80%** federal share, with **20%** local match requirement per the language in the budget page.

CTDOT will also attempt to fund viable Nontraditional projects selected for award at **50% or 80%** federal share, as funding permits and per the language in the budget pages.

To read the Application Instructions and navigate to the applications, visit: www.ct.gov/dot/5310

Eligible Applicants

- Private nonprofit organizations
- State or local government authorities
- Operators of public transportation

Application Types

- Traditional Section 5310 Capital
- Nontraditional Section 5310 Capital
- Section 5310 Operating

Traditional Capital

- A Public Notice must be published in a major newspaper in the proposed service area by **Friday, March 22, 2024**
- E-mails or letters notifying transportation operators of the Public Notice must be sent one week prior to the publish date
- The useful life requirement for replacement vehicles is 4 years or 100,000 miles for a mini-van and 5 years or 150,000 miles for a mini-bus or bus

Applications and supporting documentation must be submitted as one (1) PDF file via email to DOT.Section5310@ct.gov with a CC to the appropriate Regional Council of Governments.

Memorandum

To: Office of the First Selectman

From: Michele Jakab, Director of Human Services

Re: Grant Application: Federal Fiscal Year 2025
Federal Transit Administration

Date: 2/4/26

The Trumbull Senior Center would like to request the Town Council to authorize the Operating Funds Grant Application from the Federal Transit Administration. The following is a summary of this grant:

Grant Program:	To continue funds in Trumbull fiscal year 2028, this grant would fund operations costs for the transportation services offered by the Trumbull Senior Center "Dial-A-Ride" program.
Funding Source:	State of Connecticut Department of Transportation funded through the Federal Transit Administration 5310 Program: Operating Funds
Funding Cap:	No cap. Applying for $46,000-$60,000 over a 1-year period.
Purpose of Funds:	Enhance Senior Center transportation services to keep up with the demand and growing aging population losing their ability to drive. Also, intend to fill in the gaps not offered by public transportation in Trumbull.
Cost Share/Match:	This Grant has a 50% match requirement. This funding is eligible for operations expenses, driver's salaries, gas, fuel, maintenance.

Memorandum

To:	Office of the First Selectman
From:	Michele Jakab, Director of Human Services
Re:	Grant Application: FY 27 Title III-E Older Americans Act funding: Caregiver Services
Date:	February 4, 2026

The Trumbull Senior Center would like to request the Town Council to authorize the Grant Application from the Southwestern Connecticut Agency on Aging. The following is a summary of this grant:

Grant Program:	To continue funds in Trumbull fiscal year 2027, this grant would fund caregiver services including support services and related services.
Funding Source:	Southwestern Connecticut Agency on Aging: Title III-E Older Americans Act funding: Caregiver Services
Funding Cap:	$50,000. Applying for approximately $7,500-$15,000.
Purpose of Funds:	Support and reduce the stress of family caregivers.
Cost Share/Match:	This Grant has a 25% match requirement.