
Request for Proposals

SCHOOL CLIMATE TRANSFORMATION GRANT PROJECT EVALUATOR (CFDA 84.184F) RFP# 14SDE0019-RFP

Connecticut State Department of Education

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Date Issued: December 8, 2014

Due Date: January 6, 2015



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Levy Gillespie
Equal Employment Opportunity Director/American with Disabilities Act Coordinator
State of Connecticut Department of Education
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Middletown, Connecticut 06457
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AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

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BACKGROUND

Connecticut State Department of Education (CSDE)

On July 9, 2014, the Connecticut State Board of Education (CSBE) approved the submission of the School Climate Transformation grant (SCTG) application. Additionally, on June 23, 2014, Governor Dannel P. Malloy wrote a letter of support to the U.S. Department of Education in favor of this grant application. On September 22, 2014, Connecticut (CT) was one of twelve states awarded this multi-year grant award. The SCTG (CFDA 84.184F) is a five-year, \$750,000 annual renewable award that has been established to assist state agencies develop, enhance and expand their statewide systems of support for, and technical assistance to, local education agencies (LEAs) and schools implementing an evidence-based, multi-tiered behavioral framework (MTBF) (e.g., positive behavior interventions and supports (PBIS)) for improving behavioral outcomes and learning conditions for all students. This project is in accordance with 34 CFR 75.105(c)(3).

This proposal aims to work collaboratively with local educators in partner districts and schools to:

- build capacity for supporting the sustained and broad-scale implementation of a MTBF;
- enhance LEA capacity for implementing and sustaining a MTBF by providing training and technical assistance to LEAs; and
- coordinate efforts with appropriate federal, state and local resources, including LEAs funded under the School Climate Transformation Grants - LEA Program (84.184G).

The goals of this project directly address the state's educational agenda to (a) improve the behavioral health of all students, (b) support student growth and development by enhancing their ability to learn, and (c) create innovative teaching and learning environments for all students. The goal of this RFP is to engage a vendor to perform all required evaluation activities prescribed for under this funding opportunity as described below.

Research indicates that the implementation of an evidence-based MTBF, such as positive behavioral interventions and supports (PBIS), can help improve overall school climate and safety. A critical aspect of this systems-change approach is providing differing levels of support and interventions matched to student needs. Positive behavior interventions and supports is a three-tiered proactive approach, which emphasizes explicitly teaching and reinforcing students' appropriate behaviors while consistently responding to inappropriate behaviors across all settings and through all staff in a school building. When implemented with fidelity, PBIS efficiently and effectively provides every student with timely behavioral interventions and supports, in turn leading to reductions in a school's level of behavioral violations. In CT, this systems-change approach aims to establish an explicit and replicable model in LEAs across our state to guide the delivery of high-quality instruction to all students.

By expanding the infrastructure already present in CT, this project will focus on increasing development of the state’s technical assistance providers, our educational leaders, and our community members to effectively implement this MTBF statewide. Specifically, this project will coordinate with other related activities currently underway in the state and work toward facilitating interagency partnerships and strategies to address the issues of school climate, school safety, and mental health needs in a comprehensive manner. Additionally, through this grant, substantial progress will be made in CT toward improving the quality, effectiveness, and implementation fidelity of this evidence-based behavioral framework in schools. This project will have a statewide impact, directly supporting six new schools over the next five years with initial developmental and subsequent roll-out trainings. This project will also review and evaluate the approximate 315 CT schools currently implementing this framework and will provide recommendations for supplemental, booster trainings to ensure framework sustainability and maintained implementation fidelity.

Through funding from this grant CT will be able to: (a) enhance and deliver high-quality training to participating schools around the development of MTBF, (b) expand the cadre of trained professionals in our state by building their capacity to deliver effective, meaningful support to schools and districts, and (c) more effectively align statewide improvement efforts focusing on school climate. Work from this grant will improve school climates, student behavioral outcomes, and trainers’ capacities to deliver high-quality support.

SCOPE OF SERVICES

The State seeks to contract with a vendor for the services of a project evaluator. Interested parties should respond with a proposal to provide services for a comprehensive project evaluation, using an integrated process and outcome evaluation approach. Specific evaluation components and requirements are outlined in the following sections.

Monitor and Evaluate Performance:

The project evaluator will be primarily responsible for developing an evaluation process that is multi-faceted and comprehensive in scope, providing both formative and summative data to the project’s management team; but also flexible, as multiple dynamics and change processes are likely to be occurring within the project at any given point in time. Specific examples of anticipated outcome measures are provided below in the “Product and/or Specifications Required for Proposal” section.

Note: To help structure the proposed evaluation process, the identified vendor will be responsible for developing targeted evaluation questions in order to garner information on both the effects of the SCTG project (outcome evaluation) and the critical implementation activities that directly influence outcomes (process evaluation). Broad evaluation questions have been derived directly from the grant’s federal priorities and requirements as well as from CT’s three primary project goals. They are as follows:

Goal 1: What evidence exists to document that that implementation at the State Education Agency (SEA) level is sufficient to successfully support LEAs through all phases of the SCTG project implementation? (process) How has the SCTG affected the SEA’s capacity for supporting the sustained and broad-scale implementation of a MTBF by LEAs statewide? (outcome)

Goal 2: What evidence exists to document that participating LEAs have been able to adopt and install core components of the SCTG project? (process) How has the SCTG affected LEA’s capacity to implement and sustain a MTBF (i.e., fidelity and sustainability of Tiers 1, 2, and 3)? (outcome)

Goal 3: What evidence exists to document that the SEA has coordinated its SCTG efforts with the appropriate federal, state, and local resources? (process) How have these efforts enhanced the overall statewide implementation fidelity and sustainability of MTBF efforts? (outcome)

PRODUCT AND/OR SERVICES SPECIFICATIONS REQUIRED FOR PROPOSAL

Please clearly identify and describe the following components in your submitted proposal.

1. Monitor and Evaluate Performance:

The grant evaluator must work in collaboration with the SCTG staff designated by the CSDE during the development and implementation of the SCTG’s evaluation plan. Specifically, the grant evaluator will work with the CSDE personnel to develop and implement a CT SCTG evaluation process that measures progress towards the project’s overarching purpose: to build and sustain a statewide system of support for implementing a MTBF in order to improve school climate and increase positive student behavior. The monitoring and evaluation process should include, but not be limited to the following:

- Objective measures of progress for each goal will be established during the initial stages of implementation (Year 1). Data sources, indicators, and targets will be defined for all process and outcome objectives. To ensure that the effectiveness of implementation strategies are examined, process data will be collected on a regular basis in areas pertaining to demographics (e.g., schools, districts, technical assistance providers, collaborative partners), dosage (e.g., professional development, technical assistance, collaboration activities), and quality (e.g., satisfaction, needs assessments). Evaluation instruments that may be utilized to collect the necessary process data include technical assistance and professional development logs, training session evaluation forms for technical assistance providers, satisfaction surveys for trained school teams, and self-assessments of implementation.
- The process evaluation, with careful attention to key implementation factors, will inform the outcome evaluation, which will strive to measure project impact along a continuum of change: (a) short-term (changes the project expects to see); (b) mid-term (changes the project wants to see); and (c) long-term (changes the project hopes to see). Using multiple performance measures at different time

intervals, especially for those objectives that are inherently hard to measure, will allow the external evaluation team to compare and confirm findings from multiple sources, thus providing a more comprehensive representation of the project's efforts.

- Outcome evaluation data will include data from multiple PBIS fidelity measures such as the Tiered Fidelity Inventory (TFI); School-wide Evaluation Tool (SET) and the Benchmarks of Quality (BoQ) instrument; as well as referral, and suspension and expulsion data from the School-Wide Information System (SWIS). The external evaluation team should be familiar with each of these tools as they will need to work with the project management team to establish viable outcome data related to the SCTG's capacity building and sustainability efforts. Specifically, the project evaluator will work to synthesize a variety of outcome measures to evidence state MTBF scale-up efforts, which may include the identification of Banner Schools and Model Sites from across CT, expansion of PBIS Trainer of Trainers' networks, and further institutionalization of the CT PBIS Collaborative.
- To ensure that the evaluation provides performance feedback and permits periodic assessment of progress, the evaluation team will work collaboratively with various state partners and teams (PBIS Collaborative, SRBI Council, SPDG Partner group, NAG, National PBIS TA Center) to determine the most useful format for timely formative reporting. All data will be presented objectively with project improvements in mind, but also with an independent external perspective that can be useful to those deeply involved in the project's day-to-day activities.
- The evaluation team will also produce and disseminate an annual summative evaluation report to project management (Don Briere, Kim Traverso, and TBD Project Coordinator), the United States Department of Education (USDOE), and other interested stakeholder groups (PBIS Collaborative, SRBI Council, SPDG Partner Group, NAG, National PBIS TA Center). These reports will be a compilation of all data gathered and will delineate progress towards the project's intended outcomes, the strategies and activities most effective in meeting these outcomes, significant project successes, and lessons learned. These annual reports will be developed in conjunction with, and as a complement to, the Department's ED 524B Performance Reports. The external evaluation team will be responsible for collecting, analyzing and reporting the necessary data to respond accurately to the three GPRA measures established by the program (identified previously in the "scope of services section." All final evaluation reports will be submitted to project management personnel (Don Briere, Kim Traverso, and TBD Project Coordinator) and approved prior to submission to the federal government.
- The external evaluator will be expected to provide project management (Don Briere, Kim Traverso, and TBD Project Coordinator) with information that facilitates accurate, well-informed decisions regarding project performance.

SUBMITTAL REQUIREMENTS

Proposers must address each of the items detailed below in their submitted proposals.

1. **Qualifications and Experience**

a. Demonstrated ability to provide services: Experience

Please provide a detailed explanation of the experience you or your organization has to support the CSDE as requested.

b. Demonstrated ability to provide services: Staff (working on project)

Please provide a detailed explanation of your experience to support the CSDE as requested.

2. **Methodology**

a. Proposed method of providing service

Please provide a detailed explanation of the methodology you will use in order to provide the services requested.

b. Proposed resources providing services

Please provide a detailed explanation of the resources you will use in order to provide the services requested.

3. **Pricing**

a. Proposed Pricing

Please provide a detailed budget including a proposed total cost for each year of this 5-year project.

b. Cost Efficiency and Sustainability Plan

Please provide an explanation of how your evaluation process/methodology will be (a) implemented with fiscal efficiency, and (b) sustained beyond the 5 years of the SCTG.

4. **Organizational Information**

a. Financial Stability

b. References

c. Quality Assurance

d. Appropriate Insurance/Bonding

PROPOSAL REQUIREMENTS

1. **Contract Period**

The State intends that this contract shall be in effect for a period of five years, beginning on February 1, 2015, and ending June 30, 2019. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof with mutual consent between both parties.

2. **Quantities and/or Usages**

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

3. **Brand Name Specifications and/or References**

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute." However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

4. **Contract Award**

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Awards

5. **Stability of Proposed Prices**

Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals.

6. **Amendment or Cancellation of the RFP**

CSDE reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

7. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by CSDE. CSDE, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

8. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that CSDE deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

9. Proposer Demonstration of Proposed Services and or Products

At the discretion of CSDE, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by CSDE and without cost to the State.

10. Erroneous Awards

CSDE reserves the right to correct inaccurate awards. 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 CSDE shall not constitute a breach of contract on the part of CSDE since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between CSDE and such proposer.

11. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by CSDE.

12. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

13. Ownership of Subsequent Products

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 otherwise stated in the contract.

14. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

15. Subcontractors

CSDE must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of CSDE or his/her designee may

communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to CSDE upon request. The successful proposer must provide the majority of services described in the specifications.

CONTRACT

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state may pursue negotiations with any of the three highest scoring proposals. If, for some reason, CSDE and the selected proposer fail to reach consensus on issues relative to a contract, then CSDE may commence contract negotiations with one of the other of the three highest scoring proposers. Thereafter, the selected proposer will be required to sign a formal contract, and all required attachments.

CSDE may decide at any time to start the RFP process again.

SELECTION CRITERIA

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process.

Selection Criteria:

- 1. QUALIFICATIONS/ EXPERIENCE**
- 2. METHODOLOGY**
- 3. PRICING**
- 4. ORGANIZATIONAL INFORMATION**

INSTRUCTIONS TO BIDDERS

I. Proposal Schedule

Release of RFP:	December 8, 2014
Mandatory Site Visit:	Not Applicable
Receipt of Questions:	December 17, 2014
Answer to Questions will be Posted as an Addendum	December 19, 2014
Proposal Due Date:	January 6, 2015

During the period from your receipt of this Request for Proposals, and until a contract is awarded, you shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the "Department Contact" listed on the cover page of this document.

II. Bidder Information

Company/Vendor

Bidder's Address

Bidder's Representative

Telephone #'s:

Email Address

III. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received no later than 12:00 p.m. (noon) on December 17, 2014 to:

Dr. Don Briere, CSDE donald.briere@ct.gov

Answers to questions received will be posted as an Addendum.

IV. Proposal Submission

All responses to this solicitation must be submitted as follows:

Proposal must include 5 complete copies and must be stamped in as received, by 4:00 p.m. eastern time on January 6, 2015, at:

**The Connecticut State Department of Education
C/o Regina Gaunichaux
Bureau of Special Education, Room 369
165 Capitol Avenue
Hartford, CT 06106**

****Expedited services (Fed Ex, USPS, and UPS) are acceptable providing a signed receipt identifies the delivery time prior to the above stated time.**

Appendix A

Statement of Assurances

PROJECT: School Climate Transformation Grant Project Evaluator: Bureau of Special Education

THE APPLICANT, _____, HEREBY ASSURES THAT:
(Insert Name)

1. The applicant has the necessary legal authority to submit a proposal in response to this RFP and to contract for the provision of the services described therein.
2. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application.
3. The activities and services for which assistance is sought under this RFP will be administered by or under the supervision and control of the applicant.
4. The project will be operated in compliance with all applicable state and federal laws and in compliance with the regulations and other policies and administrative directives of the Connecticut State Board of Education and the State Department of Education. The applicant, if selected as a contractor shall employ appropriate fiscal control and accounting procedures to ensure proper disbursement of all funds related to the contract.
5. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the State Department of Education, including information relating to the project records and access thereto as the State Department of Education may find necessary;
6. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records, and materials resulting from this project;
7. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including fees and legal fees and costs, if any, arising out of any breach of the duties, in whole or in part, described in the application and in the contract, if awarded;
8. If the applicant is selected as the contractor, the applicant shall permit the State Department of Education, pursuant to Sections 4e-29 and 4e-30, to inspect the applicant's plant or place of business

and to audit the books and records of the applicant to ensure compliance with the contract. The applicant shall maintain books and records related to the contract for a period of three years from the date of final payment under the contract.

9. The applicant acknowledges and agrees that nothing in this solicitation 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 this solicitation. To the extent that this section conflicts with any other section, this section shall govern.

10. Executive Orders. Applicant understands that any contract awarded pursuant to thi RFP 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

11. Applicant acknowledges and agrees that a contract awarded pursuant to the RFP 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.

12. Required Contract Language regarding the 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:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) 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.

f. Definitions:

- (1) "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.

- (2) "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.

13. Required Contract Language:

(1) For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that the degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but shall 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.

For the purposes of this section, "sexual orientation" means having a preference for heterosexuality, homosexuality or bisexuality, having a history of such preference or being identified with such preference, but excludes any behavior which constitutes a violation of part VI of chapter 952 of the general statutes.

(2) (a) 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, mental retardation 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 the State of Connecticut. If the contract is for a public works

project, 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 project. The contractor further agrees to take affirmative action to insure 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, mental retardation, 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; (b) 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; (c) 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, advising the labor union or worker's 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; (d) the contractor agrees to comply with each provision of this section and Connecticut General Statutes Sections 4a-62, 32-9e, 46a and 46a-68b to 46a-68k, inclusive and with each regulation or relevant order issued by said commission pursuant to said sections; (e) 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 related to the provisions of this section and section 46a-56.

(3) 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.

(4) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(5) The contractor shall include the provisions of subsection (2) 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 in 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 reinforcing such provisions including sanctions for noncompliance in accordance with this section and Connecticut General Statutes Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive; 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.

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

(7) (a) 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; (b) the contractor agrees to provide each labor union or representative of workers with which such contractors 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; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the Connecticut General Statutes; (d) the contractor agrees to provide the commission on human rights and 21opportunities with such information requested by the commission and permit access to pertinent books, records and accounts, concerning employment practices and procedures of the contractor which related to the provisions of this section and section 46a-56 of the general statutes.

(8) The contractor shall include the provisions of subsection (7) 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 and 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 section 46a-56 of the general statutes; provided, if such contractor or vendor 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.

The signature of the authorized official on the Statement of Assurances Signature Page indicates the intent to comply with the provisions referenced in each section. Assurances not agreed to by the authorized official must be identified on a separate sheet with a rationale for the disagreement.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Signature _____

Name (typed) _____

Title (typed) _____

Name of Organization _____

Date _____