

Request for Proposals

Review of Regional School Transportation System Supporting *Sheff* Programming



RFP # 16-SDE-0001

PURPOSE: Engage an experienced transportation vendor or consulting firm that will assist the Connecticut State Department of Education with assessing the effectiveness of the current regional school transportation system supporting *Sheff* programming from both a ridership standpoint and cost standpoint.

AMENDED 2-22-16 - Page 6 Adjusted "Contract Date" Changed to 4/15/16
Page 9 Adjusted "Questions" Contact person changed to Karen Kowalski

Department Contact:	Kathy Demsey
Date Issued:	February 11, 2016
Due Date:	April 1, 2016

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CONNECTICUT STATE DEPARTMENT OF EDUCATION

**Dianna R. Wentzell, Ed.D.
Commissioner of Education**

The Connecticut State Department of Education (CSDE) is committed to a policy of equal opportunity/affirmative action for all qualified persons. The CSDE does not discriminate in any employment practice, education program, or educational activity on the basis of **race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The CSDE does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction.** Inquiries regarding the CSDE's nondiscrimination policies should be directed to:

Levy Gillespie
Equal Employment Opportunity Director
State of Connecticut Department of Education
25 Industrial Park Road
Middletown, CT 06457
860-807-2071
Levy.Gillespie@ct.gov

REQUEST FOR PROPOSALS

The CSDE is seeking submission of written proposals, on a competitive basis, from an experienced transportation vendor or consulting firm that will assist the State Department of Education with assessing the effectiveness of the current *Sheff* regional transportation system from both a ridership standpoint and cost standpoint.

PROJECT BACKGROUND

Background and Overview of *Sheff v. O’Neill*

On July 9, 1996, the Connecticut State Supreme Court, in the landmark school desegregation case, *Sheff v. O’Neill*, held that the public school students in the City of Hartford attended schools that were racially, ethnically, and economically isolated in violation of the Connecticut Constitution, and urged the State to take prompt steps to seek to remedy the violation. In the spring of 2008, the State and the plaintiffs entered into an agreement known as the Phase II Stipulation and Order, approved by the Court on June 11, 2008.

The goal of the Phase II Stipulation was to increase the number of Hartford-resident minority students in reduced-isolation educational settings, and to move toward meeting the demand of Hartford-resident minority students seeking placement in desegregated educational settings. The following voluntary interdistrict programs being used to attain the goal are: the Open Choice program, which allows students to transfer between Hartford and the suburban school districts when such transfers contribute to the reduction of racial and ethnic isolation; interdistrict magnet schools which presently include host and regional magnet schools; Connecticut Technical High Schools; and Regional Agricultural Science Centers. To support and ensure the success of these voluntary interdistrict programs, the agreement required the establishment of a regional school transportation system. Since the signing of the Phase II agreement, the State entered into a new Phase III agreement in 2013, which has been extended as the Phase III Stipulation Extension of 2015. The regional school transportation system continues to support all of the voluntary interdistrict programs, including those created to meet the goals of the case.

The CSDE currently contracts with the Capitol Region Education Council (CREC) to administer the regional school transportation system and contract with vendors to provide the necessary transportation services. This year, CREC developed a transportation plan that uses six bus companies and runs over 800 routes to transport over 14,300 students to 186 schools in 43 school districts across 1,100 square miles. Some of the challenges in the system beyond the geographic area include: the ability of all students to select any school regardless of location through the lottery process; non-aligned bell times; and a combination of centralized and neighborhood stops depending on an array of factors.

SCOPE OF SERVICES AND SERVICE SPECIFICATIONS

I. SCOPE OF WORK

The work expected of the successful bidder is as follows:

1. Conduct a review and analysis of the existing regional transportation system using current and historical data (analysis must include, but not be limited to, zone size, ridership, costs, demographics, programmatic needs, late buses, afterschool programming, tiered bus routes, school schedules) in order to identify areas of strength, and areas of improvement, modification or elimination.
2. Propose and recommend strategies based on best practices that will reduce costs, improve services and shorten ride times for all students while maintaining the goals of reduced isolation for Hartford-resident students pursuant to the current agreement. Such strategies may include modifications to the size of the zone and should examine strategic linking of geographic areas with specific voluntary interdistrict schools as a means of increasing transportation efficiencies. Alternatives to school bus transportation may be sought and recommended, as appropriate.
3. Based on the recommended strategies develop a plan to pilot proposed modifications to the current regional school transportation system. The proposed plan must include, but not be limited to, projected costs, resources needed, potential impact on school demographics, and timelines.
4. Develop an ongoing evaluation and refinement process for the system.

The work plan developed in response to this Request for Proposal (RFP) must address the following tasks, including a description of how each task will be delivered. Each task must take into consideration the nuances of each of the voluntary interdistrict program options for students in the Sheff Region.

<u>TASK</u>	<u>DELIVERABLES</u>
1. Review of the current transportation practices and policies.	Review and analysis completed; report prepared. The report should identify and summarize policies and relevant sections of transportation contracts that may impact the proposed regional transportation system modifications.

<p>2. Analyze the strengths and weaknesses of current transportation system using data provided by CREC, CSDE and others as necessary. The review should include an examination of routes, student pick up/drop off times, ride times, school bell times, traffic flow/patterns, programmatic needs (e.g., late buses, special transportation) plus any other pertinent items.</p>	<p>Report findings in summary and detail. Report findings should be broken down by voluntary interdistrict program including distinct analysis for Open Choice, magnet schools, etc.</p>
<p>3. Analyze current transportation costs and spending for the administration of the regional school transportation system.</p>	<p>Prepare a written report that contains cost spending analysis and factors contributing to costs.</p>
<p>4. Analyze regional demographic trends using available data. Include the impact of expanded student enrollments. Examine strategic linking of geographic areas with specific voluntary interdistrict schools as a means of increasing transportation efficiencies.</p>	<p>Submit a written report on the results of the analysis of the regional demographic trends and program expansion as well as the potential impact to the system. This should include analysis of the potential efficiencies associated with linking geographic areas with specific voluntary interdistrict schools.</p>
<p>5. Recommend improvements to the regional school transportation system that will support student enrollment in voluntary interdistrict programs in the Sheff Region in collaboration with the CSDE.</p>	<p>Provide a model of the recommended regional transportation system.</p>
<p>6. Identify and develop possible alternatives to school bus transportation.</p>	<p>Provide a written report of possible alternatives to existing transportation methods (i.e., yellow school busing, cabs, vans, public buses, etc.)</p>
<p>7. Project costs based on parameters for ride times.</p>	<p>Report projected costs for the various scenarios taking into account student and programmatic needs.</p>
<p>8. Develop a plan to pilot, evaluate and fully roll out the implementation of the proposed system improvements.</p>	<p>Submit completed plan with action steps, responsibility centers, resources needed and timelines.</p>
<p>9. Develop an evaluation and correction or improvement process for the pilot.</p>	<p>Provide the written evaluation and correction or improvement process.</p>
<p>10. Schedule presentations and opportunities for feedback to ensure adequate and meaningful communication with various</p>	<p>Provide proposed timeline for presentations and feedback.</p>

constituencies.	
11. Submit a final report.	Submit comprehensive regional school transportation report to CSDE.

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, will be considered as part of the selection process and are listed in order of relative importance. Applicants must address each of the items detailed below.

Selection Criteria:

A. Qualifications and Experience

a. Demonstrated ability to provide services: Organization’s experience

Provide a detailed explanation of the experience your organization has to support the CSDE in the above activities as outlined.

b. Demonstrated ability to provide services: Dedicated staff working on project

Provide a detailed explanation of the experience and capacity within your organization, and of specific staff working on the proposed project, to support the CSDE as outlined.

B. Methodology

a. Proposed method of providing services

Provide a detailed explanation of the methodology you will use to provide requested services.

b. Proposed resources of providing services

Provide a detailed explanation of the resources you will use to provide the requested services.

C. Pricing

a. Proposed pricing

Provide budget narrative and an itemized, detailed budget.

b. Additional savings and/or sustainability plan

Provide an explanation of additional savings and/or logic for how your proposal will be sustainable.

D. Organizational information

a. Financial stability

Provide any documentation that supports the organizations past, present, and future financial stability. This may include any financial support up to and including audited financial statements.

b. References

Provide written references that support your professional capabilities.

c. Quality assurance

Provide a narrative that describes what your organization does to maintain a high quality to its products and services.

d. Appropriate insurance

A statement that contains a listing of current active business insurance of the organization is sufficient. Certificates of insurance are acceptable, but not required, unless a contract is awarded that specifies this need.

PROPOSAL REQUIREMENTS

I. Contract period

The State intends that this contract shall be effective 4/15/2016 through 12/31/2016. 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.

II. 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.

III. 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; or
- C. multiple vendor awards.

IV. 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.

V. Amendment or Cancellation of the RFP

The 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.

VI. Proposal Modifications

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

VII. Proposer Presentation of Supporting Evidence

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

VIII. Proposer Demonstration of Proposed Services and or Products

At the discretion of the 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 the CSDE and without cost to the State.

IX. Erroneous Awards

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

X. 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 the CSDE.

XI. Ownership of Proposals

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

XII. 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.

XIII. 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.

XIV. Subcontractors

The 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 the 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). The successful proposer shall provide a performance evaluation of any subcontractor promptly to the CSDE upon request. The successful proposer must provide the majority of services described in the specifications.

XV. Freedom of Information Act

All of the information contained in a proposal submitted in response to this RFP is subject to the provisions of Chapter 3 of the Connecticut General Statutes (C.G.S.) Sections 1-7 et seq. and the Freedom of Information Act (FOIA), C.G.S. Sections 1-200 et seq. The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such records and receive a copy of such records.

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 will pursue negotiations with the highest scoring proposal. If, for some reason, the CSDE and the initial proposer fail to reach consensus on the issues relative to a contract, then the CSDE may commence contract negotiations with other proposers. The CSDE may decide at any time to start the RFP process again. Thereafter, Proposers will be required to sign a formal contract as identified in “Contract.” The contract may include a liquidated damages clause at the discretion of the State.

INSTRUCTIONS TO BIDDERS

I. Proposal Schedule

RELEASE OF RFP	February 11, 2016
BIDDER’S CONFERENCE	March 3, 2016
RECEIPT OF QUESTIONS FROM PROSPECTIVE VENDORS	March 11, 2016
ANSWERS TO QUESTIONS FROM PROSPECTIVE VENDORS POSTED AS AN ADDENDUM	March 18, 2016
PROPOSAL DUE DATE	April 1, 2016

II. Bidder’s Conference Call

A bidder’s conference call will be held on March 3, 2016, from 9:00 a.m. to 11:00 a.m. To obtain an invitation to the conference call, you must contact karen.kowalski@ct.gov by February 29, 2016.

III. Bidder Information

Company/Vendor _____

Bidder's Address _____

Bidder's Representative _____

Telephone Number(s) _____

E-mail Address _____

IV. Bidder Submission

Please submit one proposal for all services described in the scope of services and service specifications sections of the RFP.

V. Questions

Questions for clarifying the RFP must be submitted in writing and must be received by 4:00 p.m. on March 11, 2016, in the State of Connecticut. Answers to questions received will be posted as an Addendum on March 18, 2016, on the CSDE Web site at <http://www.sde.ct.gov/sde/cwp/view.asp?a=2683&Q=320346>. Questions must be e-mailed to karen.kowalski@ct.gov.

During the period from your organization's receipt of this RFP, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, using the following address.

Karen Kowalski, Assistant to the Chief Financial Officer
Connecticut State Department of Education
165 Capitol Avenue, Room 321
Hartford, CT 06106

VI. Proposals

Proposals must include the following:

1. Submit one (1) proposal that bears the original signature of the applicant plus five (5) copies. All proposals submitted become the property of the CSDE and part of the public domain.

2. Proposals must follow the guidelines that are contained in this document and its appendices.
3. **Proposals (original plus five copies) must be received at the address below by:
4:00 p.m., Friday, April 1, 2016**

LATE PROPOSALS WILL NOT BE ACCEPTED. EXTENSIONS WILL NOT BE GRANTED.

The mailing and delivery address is:
Connecticut State Department of Education
165 Capitol Avenue, Room 321
Hartford, CT 06106
Attn: Karen Kowalski

4. Signed Statement of Assurances (Appendix B)

APPENDICES

- **Appendix A – Regional School Transportation System Brochure**
- **Appendix B – Statement of Assurances**



www.choiceeducation.org

BIG DREAMS START HERE.



**TRANSPORTATION SERVICES
2016-2017**



BIG DREAMS START HERE.

The Regional School Choice Office (RSCO), a collaboration of the State Department of Education (SDE), the Capitol Region Education Council (CREC), and the Hartford Public Schools (HPS), operates the regional transportation system that serves the Greater Hartford regional school choice programs: Hartford Region Open Choice; interdistrict magnet schools operated by HPS, CREC, Goodwin College, Bloomfield Public Schools, and East Hartford Public Schools; select Connecticut technical high schools; and the Suffield Regional Agriscience Center. The regional transportation system offers various options, including traditional school bus transport, vans, public bus passes, and parent stipends, where appropriate.

Our goal is to provide transportation services that are safe, efficient, and a comfortable experience for all students. In the 2015–16 school year, RSCO will transport more than 13,000 students via 800 daily scheduled routes, with reputable bus companies.

The CREC Transportation Office’s friendly staff is available to assist parents with concerns and to help acclimate students and their families to the transportation process. The regional transportation customer service center operates from 5 a.m.–8 p.m.

FOR ADDITIONAL INFORMATION:

E-MAIL:

transportation@crec.org

WEB:

<http://www.choiceeducation.org/transportation>

TEL:

860-524-4077

FAX:

860-524-4005

Transportation: Frequently Asked Questions

The Connecticut State Department of Education's Regional School Choice Office (RSCO) partners with the Capitol Region Education Council (CREC) to operate a regional transportation system that serves the Greater Hartford school choice programs listed in this catalog. The regional transportation system offers various transportation options, including traditional school bus transport, vans, public bus passes, and parent stipends, where appropriate.

Every year, RSCO/CREC Transportation may alter bus schedules and/or bus stops. When making such transportation changes, notice will be provided to parents and school personnel.

What is the RSCO Transportation Zone?

The RSCO Transportation Zone was adopted by RSCO. The zone identifies established borders for student transportation for Greater Hartford school choice programming.

Do I have to pay for transportation services?

There is no charge to families.

Which students are eligible to receive transportation services?

Generally, interdistrict transportation is available during regular school hours for K–12 students in Greater Hartford who:

- reside in towns included in the RSCO Transportation Zone; and
- attend out-of-district programs offered through RSCO (the Hartford Region Open Choice Program, interdistrict magnet schools, Connecticut Technical High Schools, and the Suffield Regional Agriscience Center).

For students in grades PK3 and PK4, transportation is available to Hartford resident students attending an out-of-district program only. For non-Hartford resident PK3 and PK4 students, the parent/guardian shall arrange transportation. Non-Hartford resident PK3 and PK4 students whose parents/guardians transport them to school are eligible for a stipend for providing such transportation. The stipend is paid at the end of the school year based on the child's school attendance.

What options are available for students who do not live within RSCO's Transportation Zone?

If a student lives outside RSCO's transportation zone, two options are available. Families may either:

- transport the student themselves to and from school, and then request a stipend from the CREC Transportation Office (<http://www.crec.org/transportation>). The stipend will be paid at the end of the school year based on the child's school attendance; or
- transport the student to the closest available bus stop located within RSCO's Transportation Zone (there is no stipend offered for this option).

If my child attends a magnet school program located in the district where he or she resides, who provides transportation?

Except for Grades PK3 and PK4, the district in which your child lives will provide in-district transportation. You should contact your local board of education for specific information on the school district's transportation policies.

If my student is eligible for transportation through RSCO, how will I know what the transportation arrangement will be?

If your student is accepted, enrolls in one of the RSCO's programs, and is eligible for transportation, you will receive notification from the CREC Transportation Office before the start of school. Such notification will include information about bus times and stop locations. Please note that to reduce the length of student bus ride times, stops may be at central locations. If you have questions concerning bus times, stop locations, changes of address or any other transportation issues, please contact the CREC Transportation Office at 860-524-4077. Please do not direct transportation questions to your student's school because the school is not responsible for coordinating and arranging transportation services. Similarly, transportation questions should not be directed to RSCO's Parent Information Center.

Are transportation services provided for extracurricular activities or events after school hours?

When a late bus is not provided, parents and guardians are responsible for transporting students to and from extracurricular activities and after-school events.

If I have more detailed questions about my child's transportation, whom should I contact?

RSCO has contracted with CREC to operate the regional transportation system. Please direct all questions concerning transportation services to the CREC Transportation Office. The CREC Transportation Office operates a customer service center from 5 a.m. to 8 p.m., which provides information and answers questions about your child's transportation. You can reach a customer service representative by calling 860-524-4077 or you can send an e-mail to transportation@crec.org. CREC transportation staff will be present at RSCO fairs to answer parents' and guardians' questions about transportation services.

- RSCO has also established transportation guidelines that outline services provided. These are available on the RSCO Web site, <http://www.choiceeducation.org/transportation> or at <http://www.crec.org/transportation>.

What if my child receives a RSCO lottery placement offer between July 1, 2016 and October 1, 2016?

After August 1, 2016, transportation service will likely be delayed. You will receive information that outlines dates when you can reasonably expect transportation to begin for your child. In this case, and until transportation to school is provided, transportation is the family's responsibility and there is no stipend available.

ON ZONE

identifies the established borders for towns



THE RSCO TRANSPORTATION

The transportation zone adopted by the Regional School Choice Office identifies eligible to receive transportation for RSCO programs and schools.

Andover
Avon
Berlin
Bloomfield
Bolton
Bristol
Burlington
Canton
Coventry
Cromwell
East Hartford

Ellington
Enfield
East Granby
East Hampton
East Windsor
Farmington
Glastonbury
Granby
Hartford
Hartland
Harwinton

Hebron
Manchester
Marlborough
Middletown
New Britain
New Hartford
Newington
Plainville
Portland
Rocky Hill
Simsbury

Somers
South Windsor
Southington
Suffield
Tolland
Vernon
West Hartford
Wethersfield
Windsor
Windsor Locks

155 Wyllys Street
Hartford, CT 06106

Tel: 860-524-4077

Fax: 860-524-4005

transportation@crec.org

<http://www.choiceeducation.org/transportation>



CREC Transportation
155 Wyllys Street
Hartford, CT 06106



APPENDIX B

STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page must provide the authorized of the applicant. (Please note that the authorized signatures of the eligible applicant must also be provided on the cover page.)

PROJECT TITLE: _____

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

- A. 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.
- B. 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.
- C. 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.
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut State Board of Education, and the Connecticut State Department of Education (CSDE).
- E. The applicant shall use appropriate fiscal control and accounting procedures to ensure proper disbursement of all funds awarded.
- F. The applicant will submit a final project report and such other reports, as specified, to the CSDE, including information relating to the project records and access thereto as the CSDE may find necessary.
- G. The CSDE 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.
- H. At the conclusion of the contract period, the applicant will provide for an independent audit report acceptable to the CSDE in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the CSDE any monies not expended in accordance with the approved program/operation budget as determined by the audit.
- I. 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.

- J. Required Contract Language. The applicant acknowledges that the following language shall be included in any contract awarded pursuant to this RFP.
1. Executive Orders. Any Agreement awarded by the State of Connecticut is subject to Executive Order No. 3 of Governor Thomas J. Me skill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Me skill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. Such Agreement may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 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. All of these Executive orders are incorporated into and made a part of the Agreement as if they had been fully set forth in it. At contractor's request, the CSBE shall provide a copy of these Orders to the contractor.
 2. Indemnification. Applicant agrees that if awarded a contract pursuant to this RFP, it shall indemnify, defend and hold harmless the State of Connecticut ("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 agreement, 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 agreement. 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 rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the agreement.
 3. Protection of Confidential Information. 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.
 - a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. The above section uses the terms "Confidential Information" and "Confidential Information Breach" as defined below.
- i. "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.
 - ii. "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.

4. Insurance. Applicant agrees that while performing the services specified in the agreement that it shall carry sufficient insurance as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, the Contractor shall file certificates of insurance with the CSDE prior to the performance of services.
5. Health Insurance Portability and Accountability Act of 1996 (HIPAA). If the Contractor is a Business Associate under the requirements of the HIPAA, the Contractor must agree to comply with all terms and conditions of HIPAA and the regulations promulgated thereunder.
6. Campaign Contribution Restrictions. For all State contracts, defined in Conn. Gen. Stat. § 9-612(g)(1) 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 Contract expressly acknowledges receipt of 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." CSBE shall make such notice available to the applicant upon request.
7. 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- 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, 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 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, gender identity or expression, 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, the undersigned authorized official; hereby certify that these assurances shall be fully implemented.

Signature: _____

Name (typed): _____

Title (typed): _____

Date: _____