

STATE OF CONNECTICUT PROCUREMENT NOTICE



Request for Proposals (RFP) #2024-0909
Alzheimer's Disease and Related Dementias
Program Evaluation
Issued by the:
Connecticut Department of Public Health
November 7, 2023

The Request for Proposals is available in electronic format on the State Contracting Portal by filtering by Organization for State of Connecticut Department of Public Health

<https://portal.ct.gov/DAS/CTSource/BidBoard>

or from the Agency's Official Contact:

Name: Elizabeth Conklin, Health Program Supervisor
Address: 410 Capitol Avenue, Hartford, CT 06134-0308
E-Mail: CTBrainHealth@ct.gov

The RFP is also available on the Agency's website at

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

RESPONSES MUST BE RECEIVED NO LATER THAN
Tuesday, December 19, 2023, by 3:00 PM EST.

The Connecticut Department of Public Health 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. DPH RFP Log # 2024-0909: Alzheimer’s Disease and Related Dementias (ADRD) Program Evaluation.** The name and number will be used on the packaging and cover sheet of proposals submitted in response to this RFP.
- 2. RFP Summary.** The Connecticut Department of Public Health (DPH) Chronic Diseases unit is seeking proposals from public and private organizations and community-based agencies to evaluate its Alzheimer’s Disease and Related Dementias (ADRD) Program and to assist with implementation of the CT ADRD State Plan. A total of approximately \$58,000 annually for a total of \$290,000 over a five-year funding period is available. Federal Centers for Disease Control and Prevention (CDC) ADRD funds are available to support this project. The Department reserves the right to decrease the amount of funding and the timeframe associated with the first funding period (ending 9/29/2024) to account for the administrative timeframe necessary for contract negotiations and execution.
- 3. RFP Purpose.** Over 6 million people in the United States 65 and older are estimated to have Alzheimer’s disease. That number is projected to grow to 14 million by 2060 as more Americans live into their 80s, 90s and beyond. A recent annual report released by the Alzheimer’s Association (2022) estimated 80,000 people in Connecticut (CT) age 65 and over had Alzheimer’s disease in 2020 and projected this number to grow to 91,000 by 2025.

The purpose of the RFP is to evaluate the Department’s ADRD Program and to develop and track an implementation plan for the CT ADRD State Plan. Throughout the project period CT DPH will apply a public health approach through collaboration with key partners to inform policy, systems, and environmental changes to decrease the burden of ADRD in the state. CT DPH will demonstrate progress on the following short term and intermediate outcomes: Increased number of community-clinical linkages among health care systems and existing services, public health agencies, and community-based organizations; Improved implementation of CT ADRD goals that are comprehensive across public health domains, ADRD topics, and prevention levels; and Increased awareness and understanding of ADRD topics among the general public, providers, and other professionals. This includes maintaining and enhancing a statewide ADRD coalition, that meets bimonthly, to lead partners in developing and tracking an Implementation Plan to aid implementation of the CT ADRD State Plan.

4. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ADRD	Alzheimer’s Disease and Related Dementias
BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
CT DPH	Connecticut Department of Public Health
CDC	Centers for Disease Control and Prevention
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)

PSA	Personal Service Agreement
P.A.	Public Act (CT)
RFP	Request for Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- **CT Alzheimer's Disease and Related Dementias Coalition** are partners outside of the Department who work alongside the Department's ADRD program staff to create, promote, and implement Alzheimer's Disease prevention education, planning, and public engagement within Connecticut.
- **Alzheimer's Disease and Related Dementias (ADRD) program** is the Department program funded by CDC-RFA-DP23-0010 "BOLD Public Health Programs to Address Alzheimer's Disease and Related Dementias" to build Connecticut's capacity to prevent Alzheimer's disease and related dementias, including promoting risk reduction, prevention, early detection and diagnosis of ADRD, and management of comorbidities. For information on CDC-RFA-DP23-0010 is available here: <https://www.cdc.gov/aging/funding/php/index.html>
- **ADRD Evaluation Plan** is a CT DPH document completed toward the beginning of the project that includes the objectives of the ADRD evaluation, the approach to be used in conducting the ADRD evaluation, the questions that will be answered, and the information that will be collected to answer these questions.
- **Care Partner** is a family member or friend appointed by the patient who is included as a member of the care team and accepts mutually-agreed upon patient care responsibilities during and between specific episodes of care.
- **Champion** a person who fights or speaks for another person or in favor of a cause.
- **Clinical Best Practice** is treatment that is accepted by medical experts as a proper treatment for a certain type of disease and that is widely used by healthcare professionals.
- **Contractor** is a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP.
- **CT State ADRD Strategic Plan** is a [written document](https://www.cdc.gov/aging/pdf/2018-2023-Road-Map-508.pdf) that addresses how the CT Department of Public Health and the ADRD Stakeholders will implement the Centers for Disease Control and Prevention (CDC) Healthy Brain Initiative Road Map Series 2018-2023 (<https://www.cdc.gov/aging/pdf/2018-2023-Road-Map-508.pdf>)
- **Centers for Disease Control and Prevention (CDC) and Alzheimer's Association Healthy Brain Initiative Road Map Series 2023-2027** https://www.alz.org/media/Documents/Healthy_Brain_Initiative_Road_Map_2023_2027.pdf
- **Outcome Evaluation** measures program effects in the target population by assessing the progress in the outcomes that the program is to address.
- **Performance measures** reflect system, program, activity, and individual-level data. Data collection systems should focus on sharing data across systems and organizations and gathering information on individuals served.

- **Process Evaluation** determines whether program activities have been implemented as intended and resulted in certain outputs.
- **Proposer** is a private provider organization, nonprofit 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 respondent throughout the RFP.
- **Prospective Proposer** is a private provider organization, nonprofit 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** is 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

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

- 0098005: Healthcare Management and Consulting 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: Elizabeth Conklin, Health Program Supervisor
Address: 410 Capitol Ave, MS 11 MAT, Hartford, 06134-0308
Phone: 860-509-7817
E-Mail: CTBrainHealth@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.** Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.
- Secretary of State recognition – Click on appropriate response
 - Non-profit status, if applicable
 - Notification to Bidders, Parts I-V
 - 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
<http://www.ct.gov/dph/rfp>
- State Contracting Portal (go to CTsource bid board, filter by State of Connecticut Department of Public Health <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: Tuesday, November 7, 2023
- Letter of Intent Due: Monday, November 13, 2023
- Deadline for Questions: Monday, November 20, 2023
- Answers Released: Wednesday, November 29, 2023
- Proposals Due: Tuesday, December 19, 2023, by 3:00 PM
- (*) Proposer Selection: Monday, January 22, 2024
- Start of Contract: (estimated) July 1, 2024

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: \$290,000
- Number of Awards: 1
- Contract Cost: \$58,000 per year for 5 funding periods
- Contract Term: 07/01/2024-09/29/2028
- Funding Source: Centers for Disease Control and Prevention

- 6. Eligibility.** Proposals will be accepted from public and private organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), community-based agencies, and CT State agencies and municipalities. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

- 7. Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

To qualify for a contract award, a proposer must have the following minimum qualifications:

- Proposer must be public, nonprofit, for-profit, or private organizations.
- Proposals must be complete and comply with all requirements specified in the RFP.
- Proposers must be in good standing with the Department and have no longstanding, significant unresolved issues on current or prior contracts with the Department.
- Documented ability to execute the proposed plan of service delivery, including accounting and financial reporting systems and sound fiscal stability.
- Sufficient experienced staff, or the ability to hire qualified personnel, and/or subcontract for services; to execute the proposed plan of service delivery.
- Knowledge and experience coordinating, developing, and conducting evaluations and developing and tracking implementation plans.

- 8. Letter of Intent.** A Letter of Intent (LOI) is recommended and preferred, but not required by 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.

- 10. RFP Conference.** An RFP conference will not be held to answer questions from prospective proposers but questions will be accepted in writing.
- 11. 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 deadline Tuesday, December 19, 2023, by 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 respondents 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: **RFP #2024-0909 Alzheimer's Disease and Related Dementia's Program Evaluation**. 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. Respondents should work to ensure there are not additional IT limitations from the provider side.

12. Multiple Proposals. The submission of multiple proposals is not an option for this procurement.

13. CDC Funding: This Request for Proposal (RFP) is supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance annual award totaling \$585,000 with 70 percent funded by CDC/HHS and 30 percent funded by non-federal sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

■ A. AGENCY OVERVIEW

DPH is the state's leader in public health policy and advocacy; the agency is the center of a comprehensive network of public health services and is a partner to local health departments. The agency provides advocacy, training and certification, technical assistance and consultation, and specialty services such as risk assessment that are not available at the local level. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the Federal government, and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities, and evaluate the effectiveness of health initiatives. The agency is focused on health outcomes, maintaining a balance between assuring quality and administrative functions among personnel, facilities, and programs. DPH is a leader on the national scene through direct input to Federal agencies and the United States Congress. The mission of DPH is: To protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy;
- Preventing disease, injury, and disability; and
- Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

■ B. SERVICE OVERVIEW

Dementia is an overall term referring to loss of memory, language, problem-solving and other thinking ability severe enough to interfere with everyday life. Dementia develops when brain cells are damaged and cannot communicate with each other normally. When that happens, a person's ability to think, behave, and feel can be affected (Alzheimer's Association, 2022). There are many types of dementia, including Alzheimer's disease, Vascular dementia, Lewy body dementia, Parkinson's disease, Frontotemporal dementia, Huntington's disease, Creutzfeldt-Jakob disease, Normal pressure hydrocephalus, and Wernicke-Korsakoff syndrome (Dementia.org, 2022). Mixed dementia refers to someone having two or more types of dementia.

Alzheimer's disease is the most common type of dementia, accounting for 60-80% of all dementia cases (Alzheimer's Association, 2022). The causes of Alzheimer's disease are not fully understood by scientists. People with Alzheimer's disease have plaques and tangles in their brains that result in loss of neurons and their connections (National Institute on Aging, 2019). Plaques are formed by clumps of amyloid proteins that damage brain cells, and tangles are fibrous tangles made up of tau proteins that prevent brain cells from communicating (The Alzheimer's Organization, 2022).

Alzheimer's disease is a progressive disease with worsening symptoms over time. Mild cognitive impairment (MCI) with visible signs of hallmark changes in the brain can be seen as an early stage of the Alzheimer's disease, but not everyone with MCI will develop dementia. The stages of Alzheimer's disease are categorized as early-stage (mild), middle-stage (moderate), and late-stage (severe). Individuals with mild Alzheimer's may function independently, but experience having memory lapses, such as not remembering familiar

words or the location of everyday objects. Other signs of mild symptoms include wandering and getting lost, repeating the same questions, and getting upset and angry more easily. In the moderate stage of Alzheimer's, the dementia symptoms become more noticeable. Memory loss and confusion get worse, and those in the moderate stage start having problems recognizing their friends and family. Learning new things, dressing, and coping with new situations become increasingly difficult. They may begin to hallucinate, have delusions, become paranoid, and/or act impulsively. At this stage, it is often too difficult to perform routine tasks without assistance. People in the severe stage of Alzheimer's need extensive care as their brain tissue shrinks and memory and cognitive skills deteriorate significantly. They need around-the-clock care and require help with basic activities of everyday living, such as eating, bathing, dressing, and using the bathroom. They become unable to control their movement, and their ability to communicate with others may be lost. Alzheimer's disease is ultimately fatal (Alzheimer's Association, 2022; National Institute on Aging, 2021).

CT DPH convened a CT ADRD Coalition to assist with the statewide strategic planning process. The ongoing Coalition consists of over 80 representatives from approximately 40 organizations. The CT ADRD Coalition has been established as an ongoing advisory and action group that will continue to share information, announce ADRD related efforts by various constituencies, provide expertise on ADRD related initiatives, identify gaps in ADRD care and care partner needs, and review the CT ADRD State Plan. It is an open group making continuous efforts to recruit new members. The CT ADRD State Plan is located here: <https://ct.gov/dph/CTBrainHealth>.

CT DPH takes a systematic approach to evaluating all grant activities to ensure monitoring, progress, ongoing quality improvement, and accountability.

Evaluation

The CDC requires that ADRD programs be evaluated and performance measures be developed and implemented using the Centers for Disease Control and Prevention (CDC) Healthy Brain Initiative Road Map Series 2023- 2027 (<https://www.cdc.gov/aging/pdf/roadmap/HBI-State-and-Local-Road-Map-for-Public-Health-2023-2027-508-compliant.pdf>). This is a guidebook for state and local public health practitioners to address brain health in their communities.

CT DPH is a central part of a comprehensive network of public health services and has a long history of actively enlisting public and private partners at the local, state, and national level to collaborate in the development of state initiatives. CT DPH takes a systematic approach to evaluating all grant activities to ensure monitoring, progress, ongoing quality improvement, and accountability.

During the course of the contract, evaluation activities need to be designed to answer the following key evaluation questions using process and outcome evaluation methodology. Also, performance measure data collection will be designed to answer these key evaluation questions:

1. What progress has been made adding designated RM (Road Map) Series actions to the CT ADRD State Plan and in implementing RM Series Actions?
2. To what degree have members of the public increased their awareness and understanding of ADRD topics, such as brain health, cognitive aging, dementia risk reduction, early detection and diagnosis, linkages to treatment, care, and services, prevention and management of comorbidities leading to preventable hospitalizations and poor health outcomes, and caregiving for persons with dementia?
3. How have changes in awareness and understanding of ADRD topics varied across key segments of the general public?
4. To what degree have providers and other professionals increased their awareness and understanding of ADRD topics?

5. To what degree has there been increased coordination across health care systems and existing services, public health agencies, and community-based organizations by means of community-clinical linkages?

At a minimum, CT DPH will report the following measures annually as part of its Annual Performance Report to CDC.

Outcome	Required Measures
Improved implementation of state ADRD goals that are comprehensive across public health domains, ADRD topics, and prevention levels.	• Number of and distribution of RM Series actions addressed. • Prevention level of each program activity identified with a specific RM Series action.
Increased awareness and understanding of ADRD topics among the general public, providers, and other professionals.	• Number and categories of the general public (including populations of high burden) who received or accessed messages, materials, or training providing information on ADRD topics. • Number and categories of providers who received or accessed messages, tools, resources, or training, providing information on ADRD topics. • Number and categories of other professionals (other than health care workers) who received or accessed messages, tools, resources, or training, providing information on ADRD topics.
Increased number of community-clinical linkages among health care systems and existing services, public health agencies, and community-based organizations.	• Number and types of primary health care providers that have been educated about how to connect to existing community-based services and programs regarding ADRD or related modifiable risk factors. • Number of community-based service providers and program staff regarding ADRD or related modifiable risk factors that have been educated about how to connect to primary health care providers or health care systems. • Number and categories of new mechanisms/connections that facilitate linkages between health care systems and existing services, public health agencies, and community-based organizations regarding ADRD or related modifiable risk factors.

It is anticipated that the evaluation will be chiefly used in three ways: 1) to inform program quality improvement efforts; 2) to learn from program implementation; and 3) to assess the outcomes of program activities. CT DPH's Epidemiologists, grant staff, and the prospective contractor will work to develop a detailed evaluation plan within the first 3 months of the contract. The evaluation plan will include process and outcome measures to support ongoing monitoring.

■ C. SCOPE OF SERVICE DESCRIPTION

1. Organizational Expectations

The purpose of this subsection is to state the organizational requirements (beyond eligibility and minimum requirements) for proposers and to offer guidance in providing the necessary information about the proposer's administrative and operational capabilities.

a. Purpose, Mission, Vision, and History of Organization

The proposer must provide a brief overview of the history and structure of the organization. The proposer must explain how the proposal will fit into the organization's overall mission. Proposers with long-standing, significant unresolved issues on current and/or prior year contracts with DPH may be removed from consideration for additional or future funding.

b. Entity Type (profit/non-profit, etc.) / Years of Operation

The proposer must indicate entity type and years of operation. Proposals will be accepted from Connecticut public and private organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), and community-based agencies. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

c. Location of Office(s) or Facilities / Hours of Operation

The proposer must define all locations where services will be provided and hours of operation, including nontraditional locations and hours.

d. Accreditation / Certification / Licensure (if applicable)

Please define any organizational accreditations, certifications or licensure.

2. Service Expectations

a. ADRD Program Evaluation

- Describe how program activities will be evaluated through drafting and updating an annual Evaluation Plan. Include activities to address the key evaluation questions, outcomes, and required measures outlined above.
- Describe the approach to drafting an annual Evaluation Report that outlines whether the activities described in the Evaluation Plan were successfully achieved.

b. Update CT ADRD State Plan

- Describe the process that will be used to update the CT ADRD State Plan working collaboratively with DPH.

c. Create CT ADRD State Plan Implementation Plan

- Describe the approach to working with DPH and the statewide ADRD Coalition to draft and track an Implementation Plan framework, monitoring tools, and processes to ensure CT ADRD State Plan's priority goals, objectives, and activities are achieved.
- Describe how the Implementation Plan will be a living, dynamic document that allows for adjustments based on data, science, practice, and statewide context.
- Describe how the Implementation Plan will ensure the CT ADRD State Plan strategies and activities are conducted, monitored, and tracked in a systematic way.
- Describe how the CT ADRD State Plan priorities will include trainings, raising public awareness, establishing clinical best practices, identifying Champions, developing policy, linkages, community support, and supporting care partners.

d. Assist with Logistics of Coalition Operation

- Describe your experience in facilitating large planning groups using platforms such as Zooms or MS Teams.
- Describe your experience in facilitating work groups as needed.
- Describe your experience in maintaining a matrix of members and their attendance at meetings and all relevant member demographics.

3. Staffing Expectations

Key Personnel/Managers/Staff Assigned: The proposal must describe the staff assigned to this program. This includes job descriptions, number of hours per week, and hourly rates for all staff funded through this proposal. Resumes must be provided for all professional staff. The profile of staff who will be working in this program must be clear, and adequate time allocated to manage the services to be provided.

The proposer must describe the administrative structure and oversight for the program. Identify the coordinator/supervisor and the individuals that will comprise the program and the staff assigned, including the extent to which they have the appropriate training and experience to perform assigned duties. (Attach resumes and job descriptions for all staff assigned to this proposal and an organizational chart as appendices).

4. Data and Technology Expectations

Successful proposers will clearly describe experience in the following criteria:

a. E-Mail/Internet Capabilities

Proposer must define current capabilities as well as system restrictions. Proposers must have access to and be able to access email and the internet for the purposes of data collection and record reporting, as well as for any required or recommended DPH webinars and teleconferences.

b. IT Infrastructure / Hardware & Software Quality

Proposer must describe current operating system, including the indication of any staff assigned to IT management. Such individual's name and contact information must be included. Proposer must have the ability to support online training and webinars.

c. Data Collection / Storage / Reporting

Proposer will be required to collect training registration information, enrollment data, training evaluation data, and send reports to CT DPH.

5. Work Plan

A comprehensive and realistic work plan must be provided on the Work Plan Form included in Section VI. The work plan must be consistent with the RFP and the project's goals and required activities. The work plan must include specific details about project goals, services to be provided, the responsible staff position and target population for each activity, timeframe for completion, including a project start date, and the expected outcome or measure of success for that activity. Detail should be provided about the relationship and tasks to be performed by each subcontractor, if applicable.

The applicant organization must prepare a detailed work plan for the first two (2) years of the award Period 1: (A) 7/1/2024-9/29/2024 & Period 2: (A) 9/30/2024-9/29/2025. Work plans for subsequent years (Periods 3, 4, and 5) will be developed prior to each year. If funded, the Department will provide feedback and technical assistance to help finalize the work plan post-award. At a minimum the work plan should:

- Describe major strategies and activities to be conducted to meet the proposed program outcomes.
- List objectives that are Specific, Measurable, Achievable, Relevant, and Time-phased (SMART) during the year of the budget period.
- Provide a timeline that identifies key activities and assigns approximate dates for inception and completion.
- Describe any collaborations that will be utilized to assist in carrying out the proposed activities.
- Describe staff and administrative roles and functions to support implementation of the award, including subcontractor roles assessment, and evaluation functions.

6. Financial Expectations

The proposer's approach must be addressed as to the extent to which a cost-effective budget correlates to the services provided in each line item or fee for service item and follows eligibility guidelines.

a. Financial Controls Procedures

The proposer must have financial control procedures in place, including Cost Allocation Plan, and Time and Effort reporting system to verify the actual work performed by staff charged to this program. The proposer must have a process in place used by program and fiscal staff to ensure adequate reporting, reconciliation, and tracking of program expenditure by funding source. The proposer must have a process for reimbursing subcontractors, from the time an invoice is received to payment.

b. Audited Financial Statements

The proposer must also define fiscal stability as indicated in the organization's last two years of most recent annual audited financial statements, this includes auditor management letter and corrective action plan if applicable.

c. Budget Expectations,

Fiscal Competitiveness

The proposer must describe how the proposal is fiscally competitive, including how staffing and service delivery costs are competitive with similar organizations to attract and maintain qualified staff and provide services in a cost-efficient manner.

Budget Forms

The proposal must contain an itemized budget with justification for each line item on the budget forms included in the Application Forms. A detailed budget is required for each of the five budget periods.

- i. For an Itemized budget, all costs (travel, printing, supplies, etc.) must be included in the proposal. Competitiveness of the budget will be considered as part of the proposal review process and the administrative cap is 15%.
- ii. For an itemized budget please complete and attach the budget summary and budget justification forms in Attachments Section V. Application Forms. Add pages to the required forms as needed in the format provided.
- iii. The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or State government. Such taxes must not be included in contract prices.

- iv. The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as “not to exceed” quotations against which time and expenses will be charged.
- v. The proposed budget is subject to change during the contract award negotiations based on availability of funds.

Funding in the amount of \$58,000 per year is available for 5 funding periods, beginning approximately July 1, 2024, through September 29, 2028.*

Funding Period 1: 7/1/2024 – 9/29/2024
 Funding Period 2: 9/30/2024 – 9/29/2025
 Funding Period 3: 9/30/2025 – 9/29/2026
 Funding Period 4: 9/30/2026 – 9/29/2027
 Funding Period 5: 9/30/2027 – 9/29/2028

*The Department reserves the right to decrease the amount of funding and the timeframe associated with the first funding period (ending 9/29/2024) to account for the administrative timeframe necessary for contract negotiations and execution.

■ 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.

Outcomes	Measures
Draft an Evaluation Plan	The Evaluation Plan includes performance measure data that is collected and analyzed by activity, relevant priority group, and accountability targets. The Evaluation Plan includes a process evaluation to assess program implementation, improve performance, and measure progress toward outcomes.
Draft an Evaluation Report	The Evaluation Report outlines how activities described in the Evaluation Plan were achieved.
Draft and Track an Implementation Report	The Implementation Plan framework, monitoring tools and processes to ensure CT ADRD State Plan’s priority goals, objectives, and activities are achieved.

■ E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State’s commitment to becoming more outcomes-oriented, CT DPH 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, CT

DPH reserves the right to request/collect other key data and metrics from providers/vendors.

The prospective contractor will be expected to affirm that they are willing to:

- Participate in monthly meetings with CT DPH to report on progress and discuss any issues that may have arisen.
- Provide written quarterly written narratives corresponding to expectations in the contract including Workplan updates.
- Provide Coalition matrix updates and recordings after each bimonthly meeting.

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 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by the Agency in the Appendix.
- 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 2 pages, of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP.
- 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.
- 6. Style Requirements** *THIS IS AN ELECTRONIC SUBMISSION.*

Submitted proposals must conform to the following specifications:

- Paper Size: 8 ½ x 11
 - Page Limit: 1-2 page limit Executive Summary, 12-page limit Main Proposal Components, this does not include Required Forms and Attachments
 - Font Size: No smaller than 11-point type
 - Font Type: Easily readable (e.g. Arial, Times New Roman, Verdana)
 - Margins: No less than 1" top, bottom, left and right margins
 - Line Spacing: Single line spacing
- 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. 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 in the Application Forms VI 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).

- 9. 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 Commissioner of DPH 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.

- Organizational Profile (10%)
- Scope of Services (30%)
- Staffing Plan (15%)
- Data and Technology (10%)
- Work Plan (20%)
- Financial Profile and Budget (15%)

Note:

As part of its evaluation of the Staffing Plan, the Review Committee will review the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 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 respondents.
- 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**
- F. Declaration of Confidential Information**
- G. Conflict of Interest - Disclosure Statement**
- H. Statement of Assurances**

A: Cover Sheet

The Respondent must use a Cover Sheet capturing the following information:

- RFP Name or Number:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

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

Respondents 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 1-2 pages briefly describing how the Respondent meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the Respondent 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 12 pages** (all appendices and other attachments should be referred to in section D and then placed in section E). The Agency Review Committee will not read answers longer than 12 pages in this section. Appendices and Attachments do not count toward the 12 page limit.

1. Organizational Requirements Profile (10 points)

- a. Overview of the history and structure of the organization
 - Purpose, Mission, Vision, and History of Organization
 - Entity Type / Parent Organization / Years of Operation
 - Location of Offices / Facilities
 - Accreditation / Certification / Licensure
- b. How this proposal will fit into the organization's overall mission and meet the intent of this RFP
- c. History of past affiliation with Evaluation Programs
- d. Name, title, address, telephone, and fax numbers of staff persons responsible for **the completion and submittal of contract and legal documents/forms, program** progress reports, and financial expenditure reports. Please Note that the Form pages one and two will be located under Section A of this proposal outline.
- e. Indicate whether the agency is incorporated, the type of agency applying for funding, the fiscal year for the proposed agency, federal ID number and/or town code and, Medicaid number, and if registered as a Connecticut Minority Business Enterprise and /or Women Business Enterprise

2. Service Expectations-Scope of Services (30 points)

Describe approach to the following:

- a. **ADRD Program Evaluation**
- b. **Update CT ADRD State Strategic Plan**
- c. **Create CT ADRD State Plan Implementation Plan**
- d. **Assist with Logistics of Coalition Operation**

3. Staffing Expectations (15 points)

- a. **Key Personnel/Managers/Staff Assigned**
- b. **Staffing Level and Demographics of Organization Work Force**

The proposer must complete and attach an organizational Work Force Analysis in Application Forms and Attachments Section VI. The proposer must also provide evidence that the proposer will utilize small and minority businesses whenever feasible and appropriate in the purchase of supplies and services.
- c. **Organizational Chart**

The proposer must include an organizational chart in Application Forms and Attachments Section VI.

d. Subcontractors:

For subcontractors, specify the following information for each one:

- Legal Name of Agency, Address, FEIN
- Contact Person, Title, Phone, Fax, E-mail
- Services Currently Provided
- Services to be Provided Under Subcontract
- Subcontractor Oversight
- Subcontract Cost and Term
- Subcontractor Qualifications (see Staffing Requirements above)

Note. The proposal must include a completed Subcontractor Schedule A— Detail Form for each subcontractor proposed see Application Forms and Attachments Section VI

4. Data and Technology Expectations (10 points)

Successful proposers will clearly describe experience in the following criteria:

- a. **E-Mail/Internet Capabilities**
- b. **IT Infrastructure / Hardware & Software Quality**
- c. **Data Collection / Storage / Reporting**

5. Workplan (20 points)

A comprehensive and realistic work plan must be provided on the Work Plan Form included in Section VI. The applicant organization must prepare a detailed work plan for the first two (2) years of the award Period 1: (A) 7/1/2024-9/29/2024 & Period 2: (A) 9/30/2024-9/29/2025. Subsequent annual workplans will be completed by the successful applicant prior to each year.

If funded, the Department will provide feedback and technical assistance to help finalize the work plan post-award. At a minimum the work plan should:

- Describe major strategies and activities to be conducted to meet the proposed program outcomes.
- List objectives that are Specific, Measurable, Achievable, Relevant, and Time-phased (SMART) during the year of the budget period. The applicant should also develop a long-term work plan of overarching goals that will be accomplished over the entire contract project cycle tied to the identified outcome measures.
- Provide a timeline that identifies key activities and assigns approximate dates for inception and completion.
- Describe any collaborations that will be utilized to assist in carrying out the proposed activities.
- Describe staff and administrative roles and functions to support implementation of the award, including subcontractor roles assessment, and evaluation and implementation functions.

6. Financial Expectations and Budget (15 points)

- a. Financial Profile & Expectations (5 points)
 - Annual Budget and Revenues
 - Financial Control Procedures
 - Revenue Generation / Billing / Third Party Reimbursement
 - History of Violations (financial or programming)
 - Audited Financial Statements for the last 2 years
- b. Budget Expectations
Itemized Budget

- Include itemized budget. Complete and attach the budget summary and justification forms (See Attachments Section V.).
- Include subcontractors Cost
- Include copies of state set aside certifications for small and/or minority business

7. Attachments - Forms included in the appendices.

8. Appendices

- a. Job descriptions
- b. Staff / Resumes
- c. Organizational Chart
- d. Audited Financial Statements

Attachments

Attachments other than the required attachments identified are not permitted and will not be evaluated. 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.

E: 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).

F: 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."*

G: Statement of Assurances

Sign and return in Appendix VI.

V. MANDATORY PROVISIONS

■ A. STANDARD CONTRACT PROVISIONS

Refer to the Comptroller's Office PSA Terms and Conditions for state contract requirements.

■ 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. APPLICATION FORMS AND ADDITIONAL ATTACHMENTS**A. STATEMENT OF ASSURANCES**

Agency Name

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

B. PROPOSAL CHECKLIST

To assist respondents 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 respondent 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	Tuesday, November 7, 2023
2	Letter of Intent Due	Monday, November 13, 2023
3	Deadline for Questions	Monday, November 20, 2023
4	Answers Released	Wednesday, November 29, 2023
5	Proposals Due	Tuesday, December 19, 2023, by 3:00 PM
6	Start of Contract (estimated)	Monday July 1, 2024

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

- Register at: <https://portal.ct.gov/DAS/CTSource/Registration>
- Submit required forms:
 - Campaign Contribution Certification (OPM Ethics Form 1):
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

Proposal Content Checklist

- ☐ **Cover Sheet** including required information
- ☐ **Table of Contents**
- ☐ **Executive Summary:** high-level summary of proposal and cost
- ☐ **Main proposal body answering all questions with relevant attachments.**
- ☐ **Two 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 two years
- ☐ **Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.
- ☐ **Conflict of Interest Disclosure Statement**
- ☐ **Statement of Assurances**

Formatting Checklist

- ☐ Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- ☐ Is the main body of the proposal within the page limit?
- ☐ Is the proposal in 11-point, Arial, Times New Roman, Verdana?
- ☐ Does the proposal format follow normal (1 inch) margins and single 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)?

**COVER
SHEET****REQUEST FOR
PROPOSAL RFP DPH
Log# 2024-0909****CONNECTICUT DEPARTMENT OF PUBLIC HEALTH****Applicant Information**

Applicant Agency: _____
Legal Name _____
Address _____
City/Town _____ State _____ Zip Code _____

Telephone No. _____ FAX No. _____
Email Address _____

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

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

Authorizing Official: _____ Date _____ Signature of

Title _____ Typed Name and

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

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

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

Applicant Information Form (continuation)

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

Contract and Legal Documents/Forms:

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

Program Progress Reports:

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

Financial Expenditure Reporting Forms:

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

Incorporated:

YES NO

Agency Fiscal Year:

Type of Agency:

☐

Public

☐

Private

Other,

Explain:

Profit

☐

Non-Profit

☐

Federal Employer I.D. Number:

☐☐

Town Code No:

Medicaid Provider Status:

YES

NO

Medicaid Number:

Minority Business Enterprise (MBE):

YES

NO

Women Business Enterprise (WBE):

YES

NO

A. Budget Summary Instructions**1. Position Schedule #2a**

- a. Complete the schedule for all positions to be funded even if currently vacant.*
- b. Complete one Position Schedule #2a for each Program/Fund to be included in the Budget.**

2. Personnel (lines #1 - #2)

- a. Line #1 **Salary and Wages**: Enter the total salary charged, as listed on Position Schedule 2a.*
- b. Line #2 **Fringe Benefits Line**: Enter the total fringe benefits charged, as listed on Position Schedule 2a.**

3. Line #8 **Contractual (Subcontracts): Provide the total of all subcontracts and complete Subcontractor Schedule.****4. *Lines #3 - #7, #9, and #10: Complete categories as appropriate,*****5. Line #11: Other Expenses are any other types of expense that do not fit into the categories listed.**

For example: Equipment. Please note that the state's definition of **equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$5,000 or more.**

6. **Audit Costs: The cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.******7. **Administrative and General Costs**, Line Item #12**

- a. Are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at:
http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm.*

- b. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.**

8. **Other Program Income list any other program income, if appropriate, such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.**

9. **Multiple Funding Period Contracts:** Please complete a full budget for each Funding Period of the contract, clearly indicating the Period on each form. Absent other instructions, assume level funding for the second year.
10. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

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

11. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

****Please note: If Laboratory Services is a line item on the primary or subcontract budget, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.*

B. Subcontractor Schedule A--Detail

1. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.
2. Detail of Each Subcontractor:
 - a. Choose a category below for each subcontract using the basis by which it is paid:
☐ A. Budget Basis ☐ B. Fee for Service ☐ C. Hourly Rate.
 - b. Choose whether the subcontractor is a minority or woman owned a business:
 - c. ☐ MBE ☐ WBE ☐ Neither
 - d. Provide the detail for each subcontract just as for the primary contract budget referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

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

Budget Summary Form

Applicant's Organization Name

FUNDING PERIOD :

Contract Period: Budget Summary

Program:	Name	Total
1. Salaries & Wages		
2. Fringe Benefits		
3. Travel		
4. Training		
5. Educational Materials		
6. Office Supplies		
7. Medical Materials		
8. Contractual (Sub-Contracts)**		
9. Telephone		
10. Advertising		
11. Other Expenses (list)		
a.		
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
12. Administrative and General Costs		
Total DPH Grant		
Other Program Income		

**Complete Sub-contractor Schedule A

Budget Justification Schedule B*

Applicant's Organization Name

FUNDING PERIOD

Contract Period:

**Budget Justification Schedule B
Program/Site:**

Line Item (Description)	Amount	Justification including Breakdown of Costs

Position Schedule #2a

Applicant's Organization Name

FUNDING PERIOD

Contract Period:

Position Schedule #2a

Program/Fund:

Position Description and Staff Person Assigned	Site/ Location	Hours wk/ wks per Year	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefits
1.Position: Name:		/			%	
2.Position: Name:		/			%	
3.Position: Name:		/			%	
4.Position: Name:		/			%	
5.Position: Name:		/			%	
6.Position: Name:		/			%	
7.Position: Name:		/			%	
8.Position: Name:		/			%	
9.Position: Name:		/			%	
10.Position: Name:		/			%	
11.Position: Name:		/			%	
12.Position: Name:		/			%	
13.Position: Name:		/			%	
14.Position: Name:		/			%	
15.Position: Name:		/			%	
16.Position: Name:		/			%	
Totals						

***Attach resumes and job descriptions for all Professional Staff**

Subcontractor Schedule A-Detail

Applicant's Organization Name

FUNDING PERIOD 1:

1

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly Rate

Indicate One: ☐ MBE ☐ WBE ☐ Neither

Program:	Name	Total
Line Item(s)		
Total Subcontract Amount:		

#2

Subcontractor

Name: Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly

Rate Indicate One: ☐ MBE ☐ WBE ☐ Neither

Program:	Name	Total
Line Item(s)		
Total Subcontract Amount:		

#3

Subcontractor

Name: Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly

Rate Indicate One: ☐ MBE ☐ WBE ☐ Neither

Program:	Name	Total
Line Item(s)		
Total Subcontract Amount:		

Work Plan Form

Activities	Staff Responsible	Deliverables	Time Frame

Narrative:



STATE OF CONNECTICUT

CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a- 81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a- 81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
Description of Services Provided: _____		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____
 Name of Former State Agency Termination Date of Employment

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

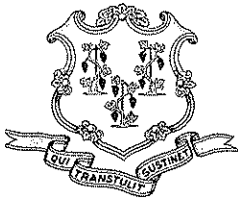
Printed Name of Bidder or Vendor	Signature of Chief Official or Individual	Date
		Dept. of Public Health
	Printed Name (of above)	Awarding State Agency

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

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

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



OFFICE OF COMMISSIONER

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

The Department of Public Health (DPH) is an Affirmative Action/Equal Employment Opportunity employer, in compliance with all state and federal laws and shall comply with the Contract Compliance Regulations and CGS 4a-60 Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities. Consistent with the Contract Compliance Regulations of Connecticut State Agencies, Sections 46a-68j-21 through 46a-68j-43, DPH encourages bidders, contractors, subcontractors, and suppliers to:

- Develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market
- Develop and follow an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive
- Submit employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the race/sex composition of the workforce in the relevant labor market area
- Develop and follow a plan to set aside a portion of the contract for legitimate minority business enterprises per Section 46a-68j-30(10)(E) of the Contract Compliance Regulations

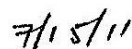
DPH considers bidders success in these factors in reviewing the bidder's qualifications under the Contract Compliance requirements. Accordingly, any individual or organization that desires to do business with DPH shall:

- Not discriminate or permit discrimination against any protected class person or protected group in the performance of contracts
- Not engage in discriminatory practices or permit discriminatory practices in their workplace
- Cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities
- In all contract solicitations or advertisements, state that they are an "affirmative action-equal opportunity employer"
- Sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process

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



Jewel Mullen, MD, MPH, MPA
Commissioner, DPH



Date

NOTIFICATION TO BIDDERS

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

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

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

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

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

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

_____ Date _____ Signature

On behalf of:

WORKFORCE ANALYSIS

Contractor Name:
Address:

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

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

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

1. Have you successfully implemented an Affirmative Action Plan? ☐ YES ☐ NO
Date of implementation: _____ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?
☐ YES ☐ NO ☐ Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: ☐ YES ☐ NO ☐ Not Applicable Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? ☐ YES ☐ NO Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? YES ☐ NO ☐ Explanation:

Contractor's Authorized Signature

Date

■ **B. INFORMATIONAL ATTACHMENTS:** *The information and forms in this section are for your reference only. The information contained herein will be required of applicants awarded funding and will be requested during the contract development process. Some of the indicated information may be submitted electronically. **Do not include any of the forms included here with your proposal.***

1. Nondiscrimination Certification Instructions 44

2. Nondiscrimination Certification 45

3. False Claims Act Notification 47

4. False Claims Act Policy 47

5. False Claims Act Procedure 50

6. SEEC Form 11 53

7. Technical Review Criteria Worksheet 55

The remainder of this page is intentionally blank

Nondiscrimination Certification Instructions

The governing body of your **corporation, company, or entity** must adopt policies and/or pass a resolution adopting and supporting nondiscrimination agreements and warranties as indicated in the *attached* Certification form.

If an **individual**, you must certify that you will adhere to the required nondiscrimination agreements and warranties, as indicated in the *attached* Certification form.

Individual Use FORM A	Corporation, Company or Entity <i>Use FORM B (under \$50,000) or FORM C (\$50,000 or more)</i>
For an individual, enter your full legal name and address of residence.	Enter the legal Name and Title of the Authorized Signatory if not already included on the form. This is the person <u>named</u> in the Secretarial Certification as authorized to sign. Alternately, the person authorized to certify the authorized signatory may sign this certification. If this option is chosen, the individual signing the secretarial certification and the nondiscrimination certification should be the same individual.
This does not apply for contracts with individuals.	Enter Corporation / Contractor Name with no abbreviations unless it is legally abbreviated in the charter if not already included on the form. Exception: Corp. is a legal abbreviation.
This does not apply for contracts with individuals.	Enter State or Commonwealth of Incorporation where required if not already included on the form
Enter the <u>Day</u> , <u>Month</u> , <u>Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed	Enter the <u>Day</u> , <u>Month</u> , <u>Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed
Enter the Signer's Signature.	Enter the Signer's Signature.

IMPORTANT

Name of Signer must be typed **exactly** the same at the beginning of Document as at the end of the Document.
Signature must match typed name **exactly**.

It is **not** necessary to have the form notarized unless an area for such appears on the form.
Notarization is required, however, if so indicated on the form.

The requirement for notarization exists for contracts including funding in excess of \$50,000 per year.

The enclosed form is an official document approved by the Connecticut Office of Attorney General.
Substitute documents are not acceptable.

Any type of correction fluid or tape is not acceptable! ***

*** We can supply additional forms if necessary.

cert.instr. 7/10/09



STATE OF CONNECTICUT

Form C NONDISCRIMINATION CERTIFICATION – Affidavit

7/8/09

By Entity

For Contracts Valued at \$50,000 or More

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

INSTRUCTIONS:

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

AFFIDAVIT:

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

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

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signature

Printed Name

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

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

FALSE CLAIMS ACT
COMPLIANCE NOTIFICATION

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

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

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

	False Claims Act (Policy)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

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

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

	False Claims Act (Policy)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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1.0 Purpose

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

2.0 Scope

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

3.0 Definitions and Acronyms

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

3.1 Acronyms

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

3.2 Definitions

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

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

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

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

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

	False Claims Act (Policy)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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4.0 Compliance

4.1 False Claim Act

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

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

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

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

4.2 State False Claim Related Acts

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

4.3 Compliance Reporting

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

	False Claims Act (Procedure)	PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
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Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

	False Claims Act (Procedure)	PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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1.0 Purpose

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

2.0 Scope

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

3.0 Definitions and Acronyms

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

3.1 Acronyms

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

3.2 Definitions

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

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

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

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

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

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

Subcontractor – See "Contractor or Agent" above.

	False Claims Act (Procedure)	PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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4.0 Process

4.1 Dissemination to the Department's New Employees

- 4.1.1** The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.
- 4.1.2** Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

4.2 Dissemination to the Department's Existing Employees

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

4.3 Dissemination to Contractors and Qualified Providers

- 4.3.1** CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.
- 4.3.2** Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.
- 4.3.3** Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.
- 4.3.4** Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

5.0 Records

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

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

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

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

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

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

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

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

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

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

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

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

D. Preliminary Technical Review Criteria

Criteria	Score
1. Organizational Requirements Profile (10 points) a. The extent to which the overall purpose, mission and history of the organization fits within the intent of the RFP. (4 points) b. The extent to which the applicant describes a history of past affiliation with Evaluation Programs relates to the expectations described in this RFP. (6 points)	
2. Service Expectations-Scope of Services (30 points) <u>ADRD Program Evaluation</u> a. The extent to which the applicant demonstrates that program activities will be evaluated through drafting and updating an annual Evaluation Plan and includes activities to address the key evaluation questions, outcomes, and required measures outlined in the RFP. (4 points) b. The extent to which the applicant describes drafting an annual Evaluation Report that outlines the activities described in the Evaluation Plan and measures whether they are achieved. (4 points) <u>Update ADRD State Strategic Plan</u> c. The extent to which the applicant describes the process that will be used to update the CT ADRD State Plan working collaboratively with DPH. (4 points) d. The extent to which the applicant demonstrates that CT ADRD State Plan priorities will include trainings, raising public awareness, establishing clinical best practices, identifying Champions, developing policy, linkages and community support, and supporting care partners. (4 points) <u>Create CT ADRD State Plan Implementation Plan</u> e. The extent to which the applicant proposes to draft and track an Implementation Plan framework and monitoring tools and processes to ensure CT ADRD State Plan's priority goals, objectives, and activities are achieved. (4 points) f. The extent to which the applicant demonstrates that the Implementation Plan will be a living, dynamic document that allows for adjustments based on data, science, practice, and statewide context. (2 points) g. The extent to which the applicant demonstrates that the Implementation Plan will ensure the CT ADRD State Plan strategies and activities are conducted, monitored, and tracked in a systematic way working with the CT ADRD Coalition. (2 points) <u>Assist with Logistics of Coalition Operation</u> h. The extent to which the applicant demonstrates their experience in assisting with facilitating large planning groups using platforms such as Zoom or MS Teams. (2 points) i. The extent to which the applicant demonstrates their experience facilitating workgroups as needed. (2 points) j. The extent to which the applicant demonstrates their experience in maintaining a matrix of members and their attendance at meetings and all relevant member demographics. (2 points)	

3. Staffing Expectations, (15 points) a. Key Personnel/Managers/Staff Assigned The extent to which the applicant describes the profile of staff assigned to this project, including adequate time allocated to manage the services to be provided. This includes job descriptions, number of hours per week, and hourly rates for all staff funded through this proposal. Resumes must be provided for all professional staff. The Proposer must complete and attach the Position Schedule A, Attachments Section VI. (6 points) b. Staffing Level and Demographics of Organization Work Force The extent to which the applicant describes the administrative structure and oversight for the program. This includes the extent to which the applicant identifies the coordinator/supervisor and the individuals that will comprise the program and the staff assigned, including the extent to which they have the appropriate training and experience to perform assigned duties. Completed Work Force Analysis Form in Attachments Section VI. is provided. (Attach resumes and job descriptions for all staff assigned to this proposal as appendices.) (5 points) c. The extent to which the application provides evidence that the proposer will utilize small and minority businesses whenever feasible and appropriate for the purchase of supplies and services. (1 point) d. Organizational Chart A thorough organizational chart is provided in Proposal Outline Section VI. Attachments/Appendices. (2 points) f. When applicable, a thorough completed Subcontractor Schedule A— Detail Form for each subcontractor proposed is completed in Attachments Section VI. Application Forms. (1 point)	
4. Data and Technology Expectations (10 points) a. E-Mail/Internet Capabilities The extent to which the applicant's current capabilities as well as system restrictions are defined. The extent to which the applicant describes access to email and the internet for the purposes of data collection and record reporting, as well as for any required or recommended DPH webinars and teleconferences. (4 points) b. IT Infrastructure / Hardware & Software Quality The extent to which the applicant describes their current operating system, including the indication of any staff assigned to IT management. Such an individual's name and contact information must be included. (3 points) c. Data Collection / Storage / Reporting The extent to which the applicant describes their ability to collect evaluation data, and their ability to send reports to DPH. (3 points)	
5. Workplan (20 points) a. The extent to which the applicant provides a comprehensive and realistic work plan that is consistent with the RFP and the project's goals and required activities. (5 points)	

b. The extent to which the applicant includes specific details about project goals, services to be provided, the responsible staff position and target population for each activity, timeframe for completion, including a project start date, and the expected outcome or measure of success for that activity. The extent to which detail is provided about the relationship and tasks to be performed by each subcontractor. (5 points) c. The extent to which the applicant describes the major strategies and activities to be conducted to meet the proposed program outcomes. (3 points) d. The extent to which the applicant lists objectives that are Specific, Measurable, Achievable, Relevant, and Time-phased (SMART) during Years 1 and 2 of the budget period. (3 points) e. The extent to which the applicant describes any collaborations that will be utilized to assist in carrying out the proposed activities. (2 points) f. The extent to which the applicant includes the anticipated number of persons to be trained. (2 points)	
6. Financial Expectations (15 points) a. Financial Profile & Expectations The fiscal competitiveness of the proposal. (7 points) b. Budget Expectations The extent to which a cost-effective budget is presented which follows eligibility guidelines. (8 points)	