

**PROCUREMENT NOTICE**

**State of Connecticut**

**Department of Correction**

**Legal Notice**

Notification of a procurement opportunity for the provision of **Inmate Medical Services – Dialysis Treatment Services** required by the Connecticut Department of Correction (CTDOC) is available for review, download and printing on the State's Procurement/Contracting Portal at: [https://biznet.ct.gov/SCP\\_Search/](https://biznet.ct.gov/SCP_Search/)

Bid notices may also be accessed on the Department of Correction web page at: <https://portal.ct.gov/DOC/Common-Elements/Common-Elements/RFP>

The Department of Correction is an Equal Opportunity/Affirmative Action Employer. Questions may be directed to the CTDOC Contracts Administration Office at (860) 692-6823

Deaf and hearing-impaired individuals may use a TDD by calling 1-800-842-4524

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## SECTION I. GENERAL INFORMATION

### A. INTRODUCTION

1. **RFP Name or Number: 2021IMS\_DIA\_RFPSH**
2. **Summary:** The Connecticut Department of Correction (CTDOC or Department) seeks experienced Respondent(s) to contract for Hemodialysis Dialysis services and treatment provided onsite at the MacDougall Correctional Institution in Suffield, CT. National Kidney Foundation, Kidney Disease Outcome Quality Initiative Clinical Practical Guidelines for Hemodialysis Adequacy (2015), and the National Kidney Foundation, Clinical Practice Guidelines and Recommendations (2006).

The Department's primary objective is to provide quality healthcare while reducing cost, where possible. This Request for Proposal (RFP) contemplates the creation of a Professional Services Contract as defined by Connecticut law. Contract(s) will be awarded to the most responsive and responsible Respondent(s) found to be in the best interest of the State of Connecticut and not necessarily to the lowest price Respondent(s).

CTDOC provides healthcare services in accordance with the [American Correctional Association \(ACA\)](#) and the [National Commission on Correctional Healthcare \(NCCHC\)](#) standards, as well as prevailing professional practices and community standards of care. The department also follows the guidelines established by the U.S. Preventative Services Taskforce (<https://www.uspreventiveservicestaskforce.org/>).

Respondent(s) is expected to propose the provision of quality dialysis services while reducing expenditures over the course of the contract. Maintaining continuity of care is a priority of the Department and the State of Connecticut. CTDOC expects that the successful Respondent(s) will provide services to close the feedback loops with CTDOC staff on patient outcomes and/or transmitting information to Electronic Health Record (EHR) system. CTDOC also expects that the successful Respondent(s) will assist in the transition of inmate patient to community providers upon their release, if appropriate. CTDOC will provide security and transportation services to and from medical appointment when services cannot be provided at the correctional facility. The successful Respondent(s) is expected to participate in the care management activities developed by CTDOC including utilization management, care coordination, intensive care management, quality management, reporting, health risk assessment, and other administrative services. The majority of individuals incarcerated in Connecticut eventually return to our communities. Many inmates were, prior to their incarceration, or will be, following their incarceration, clients of other state health and human services agencies - including but not limited to the Departments of Social Services (DSS), Mental Health and Addiction Services (DMHAS), Developmental Services (DDS), and Veterans Affairs (VA).

#### **Successful Respondent's Responsibility**

The successful Respondent(s) will assume responsibility for delivery of services and application performance, regardless of whether or not the Respondent(s) subcontracts any of these items and services. The successful Respondent(s) will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. The successful Respondent(s) will be totally responsible for all obligations outlined under this RFP.

The successful Respondent(s) will negotiate in good faith with CTDOC to formalize a contract for the delivery of dialysis services. Negotiation for Contract services will be provided by written notice to the responsible Respondent(s) whose proposal, conforms to the invitation for proposal, will be most advantageous to the state, price and other factors considered.

**Service Location**

The MacDougall-Walker Correctional Institution (“MWCI”) is located in Suffield, Connecticut and is a level 4/5, high/maximum security level multi-mission facility for adult males. MWCI provides a highly structured environment to manage long-term sentenced offenders, protective custody offenders and high bond un-sentenced offenders with programs designed to address the needs of each population.

3. **Services and Commodity Codes.** CTDOC is seeking single or multiple Respondents to provide the following services through this RFP:

<b>Commodity Codes</b>	<b>Services</b>
1000 Healthcare Services	Mobile Healthcare Centers or Services (0098)
1000 Healthcare Services	Nephrology Services (062)

**B. ABBREVIATIONS/ACRONYMS/DEFINITIONS**

BFO	Best and Final Offer
CC	Correctional Center/Jail
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunities
CI	Correctional Institution/Prison
CPT Codes	Current Procedural Terminology (CPT): is a medical code set that is used to report medical, surgical, and diagnostic procedures and services to entities such as physicians, health insurance companies and accreditation organizations.
Respondent(s)	A private provider organization, state agency, municipality or individual that enters into a contract with the Department as a result of this RFP
Correctional Facility	Correctional Center or Correctional Institution/Prison or Jail
CT	Connecticut
CTDOC	Connecticut Department of Correction or Department
DAS	Connecticut Department of Administrative Services
Department	Connecticut Department of Correction
EHR	Electronic Health Record
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (U.S.)
LOI	Letter of Intent
OAG	Connecticut Office of the Attorney General
OPM	Connecticut Office of Policy and Management
OSC	Connecticut Office of the State Comptroller
P.A.	Public Act
POS	Purchase of Service. A POS contract is an agreement between a state agency
RFP	Request for Proposal
SEEC	Connecticut State Elections Enforcement Commission
Subcontractors	An individual (other than an employee of the Respondent(s) or business entity
U.S.	United States

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1. **Agent:** An entity with the authority to act on behalf of the Department.
  2. **Clinician:** Unless otherwise designated by the Department, a person who is licensed to practice independently in the State of Connecticut.
  3. **Clinical Management:** The process of evaluating and determining the appropriateness of the utilization of health services as well as providing assistance to clinicians or members to ensure appropriate use of resources.
  4. **Contractor(s):** A private provider organization, non-profit organization or CT State agency that enters into a POS (Purchase of Service) contract with the Department as a result of this RFP.
  5. **Contract Services:** Those services that the Respondent(s) are required to provide under this RFP and subsequent contract.
  6. **Correctional Center:** A correctional facility that confines inmates awaiting trial for their alleged crimes. These facilities are designated as ‘intake facilities’, meaning that they accept individuals directly from court, local lockups and/or the community and house them until such time as they are sentenced by the court. Correctional Centers also confine individuals after sentencing if the sentence is two (2) years or less. CTDOC operates four (4) male, one (1) youth male (combined prison and correctional center) and one (1) female (combined prison and correctional center) correctional centers.
  7. **Department:** For the purposes of this RFP, ‘Department’ shall mean the Connecticut Department of Correction.
  8. **Inmate:** a person confined to correctional facility such as a prison or jail.
  9. **Jail:** A correctional facility that confines un-sentenced and sentenced inmates anticipated to serve less than two (2) years of confinement. CTDOC operates four (4) male correctional centers, one (1) youth male (combined prison and correctional center) and one (1) female (combined prison and correctional center) prisons.
  10. **Prison:** A correctional facility that confines sentenced inmates anticipated to serve more than two (2) years of confinement. CTDOC operates eight (8) male, one (1) youth male (combined prison and correctional center) and one (1) female (combined prison and correctional center) prisons.
  11. **Professional:** A practitioner licensed or certified by the Connecticut Department of Public Health to provide healthcare services.
  12. **Prospective Respondent(s):** A private provider organization, non-profit organization or CT State agency that may submit a proposal to the Department in response to this RFP, but has not yet done so.
  13. **Provider:** A person or entity under an agreement with the Department to provide services for inmates.
  14. **Respondent(s):** A private provider organization, non-profit organization, or CT State agency that has submitted a proposal to the Department in response to this RFP.
  15. **Subcontractors:** An individual (other than an employee of the Respondent(s) or business entity hired by a Respondent(s) to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP.
  16. **Startup Costs:** One-time costs incurred for the startup of a program. These costs may not be annualized.

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## C. INSTRUCTIONS

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

**Name:** Salina Hargrove  
**Address:** 24 Wolcott Hill Road  
Wethersfield, CT 06109  
**Phone:** (860) 692-6837  
**Fax:** (860) 692-7576  
**E-Mail:** [DOC.RFP@ct.gov](mailto:DOC.RFP@ct.gov)

**Respondents must include the RFP title (092020IMS\_DIA\_RFPSH) in the subject line of any emails sent to the official contact in order to further assist in properly identifying the RFP to which proposal is being submitted.** Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

- 2. RFP Information.** Amendments to the RFP and other information associated with this procurement are available in electronic format from the Official Contact or from the internet at the following locations:

Department's Web Site:

<http://www.ct.gov/doc/cwp/view.asp?a=1492&q=270106>

State Contracting Portal:

[https://biznet.ct.gov/SCP\\_Search/](https://biznet.ct.gov/SCP_Search/)

It is strongly recommended that any Respondent(s) or prospective Respondent(s) interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP. Printed copies of all documents are also available from the Official Contact upon request.

- 3. Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:
  - ✓ Total Funding Available: To be determined
  - ✓ Number of Awards: To be determined
  - ✓ Contract Cost: To be determined
  - ✓ Contract Term: Up to three (3) years with the option of up to a two (2) year extension at discretion of the Department.
- 4. Eligibility.** The Department welcomes responses from anyone in the healthcare industry, in the provision of healthcare services at the community level, in government or in academia with practical knowledge of the provision of inmate medical services or who provides healthcare to large institutionalized patient populations, operates large health systems, or manages large patient

practices. The Department reserves the right to reject the submission of any Respondent(s) in default of any current or prior contract.

The Respondent may partner or subcontract with other entities to provide services under the RFP.

5. **Minimum Qualifications of Respondent(s).** Preference will be given to Respondent(s) with a proven history of providing the requested services.
6. **Procurement Schedule.** Dates marked (\*) are target dates only, and may be subject to change. The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and the Department’s web site.

Activity	Dates	Time	
RFP Released	9/30/2020	3:00 PM	Eastern Standard Time
MANDATORY Letter of Intent Due	10/15/2020	3:00 PM	Eastern Standard Time
Deadline for RFP Questions	10/23/2020*	3:00 PM	Eastern Standard Time
Answers Released	10/30/2020*	3:00 PM	Eastern Standard Time
Proposals Due	12/10/2021*	3:00 PM	Eastern Standard Time
Contract(s) Execution	7/1/2021*		

\* Dates subject to change

7. **Letter of Intent.** A mandatory **Letter of Intent (LOI) is required** from each Respondent(s) intending to respond to this RFP. The **LOI is non-binding and does not obligate the sender to submit a proposal.** The LOI must be submitted to the Official Contact identified in Section C.1 of this RFP. LOI’s may be submitted by US mail, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including agency name, contact person, postal address, telephone number and e-mail address. LOI must be submitted using **Section V. - Attachment** in the appendix of this RFP. It is the sender’s responsibility to confirm the Department’s receipt of the LOI. **Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.**
8. **Inquiry Procedures.** All questions regarding this RFP or the Department’s procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. If the Department chooses to answer questions received after the deadline, the question and the answer will be made available to all Respondents or prospective Respondents. The Department reserves the right to answer questions only from those who have submitted a LOI. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the

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beginning of the amendment and duly noted as such. The Department will release the answers to questions on the dates established in the Procurement Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and the Department's Web Site. At its discretion, the Department may distribute any amendments and addenda to this RFP to prospective Respondent(s) who submitted a Letter of Intent. **Proposals must include assigned Addendum Acknowledgement, which will be placed at the end of any and all addenda to this RFP.**

9. **RFP Conference.** Conference **will not** be held for this process.

10. **Electronic Proposal Due Date and Time.** The Official Contact is the only authorized recipient of proposals submitted in response to this RFP. Proposals must be **received** by the Official Contact on or before the due date and time:

- **Due Date:** December 11, 2020
- **Time:** 3:00 PM Eastern Standard Time

An acceptable submission must include the following:

- one (1) electronic conforming copy of the original proposal

This is an electronic submission. The proposal must be emailed to the Official Contact for this procurement. The subject line of the email proposal submission for this RFP must read: **RFP # 092020IMS-DIA-RFPSH**. Required forms and appendices may be scanned and submitted as Portable Document Format (PDF) or similar format.

Faxed or mailed proposals will not be evaluated. Proposals received after the due date will not be evaluated. Unsigned proposals will not be evaluated. The original proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team.

11. **Multiple Proposals.** Only one proposal per respondent is allowed.

12. **Declaration of Confidential Information.** Respondents 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 Respondent(s) deems that certain information required by this RFP is confidential, the Respondent(s) must label such information as CONFIDENTIAL. In Section C of the proposal submission, the Respondent(s) must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the Respondent(s) 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 the prospective harm to the competitive position of the Respondent(s) that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

13. **Conflict of Interest - Disclosure Statement.** Respondent(s) 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 Respondent(s) and a public official (including an elected official) or State employee that may interfere with fair competition or may not be in the best 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 Respondent(s) tries to influence, or succeeds

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in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent(s) 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 Respondent(s) must affirm such in the disclosure statement. *Example: “[name of Respondent(s)] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”*

#### **D. PROPOSAL FORMAT**

- 1. Required Outline.** All proposals must follow the required outline presented in **Section IV- Proposal Outline** of this RFP. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and will not be evaluated.
- 2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondent(s) must complete and use the Cover Sheet form provided by the Department in **Section V - Attachments**.
- 3. Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline in **Section IV – Proposal Outline**.
- 4. Executive Summary.** Proposals must include a high level summary, not exceeding two (2) pages, of the main proposal and cost proposal. The Executive Summary shall include the Respondent’s demonstrated experience with this service.
- 5. Attachments.** Attachments other than the required Appendices or Forms identified in Section V are not permitted and will not be evaluated. Further, the required Attachments 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, proposals must conform to the following specifications:
  - Paper Size: Standard Letter
  - Font Size: 12
  - Font Type: Times New Roman
  - Margins: One inch (1”)
  - Line Spacing: Single Space
  - Page limit: No page limit
- 7. Pagination.** The Respondent’s name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
- 8. Packaging and Labeling Requirements.** This is an electronic submission. The proposal must be emailed to the Official Contact for this procurement. The subject line of the email proposal submission for this RFP must read: **RFP # 092020IMS-DIA-RFPSH**. Required forms and appendices may be scanned and submitted as Portable Document Format (PDF) or similar format.

Any proposal received by mail, fax or electronically after the due date and time will not be evaluated. At the discretion of the Department, hardcopies of proposal may be destroyed.

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## E. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating and awarding contracts, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§1-84 and 1-85).
- 2. Evaluation Team.** The Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent(s) (or representative of any Respondent(s) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent(s).
- 3. Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed. The Department will reject any proposal that deviates significantly from the requirements of this RFP.
- 4. Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. Interpretation of these criteria will be established by the Screening Committee prior to receipt of proposals. The criteria are weighted according to their relative importance. The possible Points are disclosed below.

<b>Criteria</b>	<b>Possible Points</b>
Organizational Profile	10
Scope of Services	30
Staffing Plan	20
Work Plan	20
Cost Proposal	20
Appendix	10
<b>Total Possible Points</b>	<b>110</b>

**Note:** As part of its evaluation, the Screening Committee will consider the Respondent's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Respondent(s) Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful Respondent(s) is at the discretion of the Department head. Any Respondent(s) selected will be so

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notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent(s) selection process.

6. **Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful Respondent(s) may contact the Official Contact and request information about the evaluation and Respondent(s) selection process. The e-mail sent date or the postmark date on the notification envelope sent by the Department will be considered "day one" of the ten (10) days. If unsuccessful Respondent(s) still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
7. **Appeal Process.** Within ten (10) days of the debriefing meeting, unsuccessful Respondent(s) may appeal the Department's procurement process in writing, to the Department head. The Respondent(s) must set forth facts or evidence in sufficient and convincing detail for the Department head to determine whether the Department's process failed to comply with the State's statutes, regulations or standards (established in the State of Connecticut, Office of Policy and Management, Procurement Standards: for Personal Service Agreements and Purchase of Service Contracts) concerning competitive procurement or the provisions of the RFP. The Department head must issue a decision, in writing, not later than thirty (30) days after receipt of any such appeal. The filing of an appeal shall not constitute sufficient reason for the Department to delay, suspend, cancel or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.

In the event that the Department head determines that a process violation has occurred and that the violation had a substantial effect on the procurement, the Department head shall take corrective action no later than thirty (30) days after the date of such a determination.

In addition, a Respondent(s) has the right of appeal, under certain circumstances, to the State Contracting Standards Board, which is statutorily charged with considering and acting upon appeals (see C.G.S. §§ 4e-35, 4e-36, and 4e-37).

8. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

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## SECTION II. MANDATORY PROVISIONS

### A. POS STANDARD CONTRACT, PARTS I AND II

*By submitting a proposal in response to this RFP, the Respondent(s) implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:*

Part I of the standard contract is maintained by the Department and will include the agreed upon scope of services, contract performance, quality assurance, reports, terms of payment, budget, other program-specific provisions of any resulting POS contract and Agency Terms and Conditions. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at:

[http://www.ct.gov/opm/fin/standard\\_contract](http://www.ct.gov/opm/fin/standard_contract).

**Note:**

Included in Part II of the standard contract is the State Elections Enforcement Commission's (SEEC) notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State Respondent(s) and prospective State Respondent(s) of the ban on campaign contributions and solicitations.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Respondent(s) and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

### B. ASSURANCES

*By submitting a proposal in response to this RFP, a Respondent(s) implicitly gives the following assurances:*

- 1. Collusion.** The Respondent(s) represents and warrants that the Respondent(s) 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 Respondent(s) further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent(s) 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 Respondent(s) certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Respondent(s), or its agents or employees.
- 3. Competitors.** The Respondent(s) 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 Respondent(s) to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent(s) 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 Respondent(s) knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

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4. **Validity of Proposal.** The Respondent(s) certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful Respondent(s).
  5. **Press Releases.** The Respondent(s) agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

### C. TERMS AND CONDITIONS

*By submitting a proposal in response to this RFP, a Respondent(s) implicitly agrees to comply with the following terms and conditions:*

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume liability for expenses incurred by Respondent(s) in preparing, submitting, or clarifying proposals submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondent(s) are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize Respondent(s) to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the Respondent's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a Respondent(s) to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of Respondent(s) invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent(s).
7. **Presentation of Supporting Evidence.** If requested by the Department, a Respondent(s) must be prepared to present evidence of experience, ability, and data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a Respondent(s) to evaluate further the Respondent's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the Respondent(s).

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

#### **D. RIGHTS RESERVED TO THE STATE**

*By submitting a proposal in response to this RFP, a Respondent(s) 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 Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Offer and Rejection of Proposals.** The Department reserves the right to award in part or reject proposals in whole or in part for misrepresentation, or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any Respondent(s) 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 or all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more Respondent(s) for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from Respondent(s). The Department may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent(s) and subsequently awarding the contract to another Respondent(s). 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 Respondent(s) is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent(s).
8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department

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reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Respondent's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

#### **E. STATUTORY AND REGULATORY COMPLIANCE**

***By submitting a proposal in response to this RFP, the Respondent(s) 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).** 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). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent(s) 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 Respondent(s) has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent(s) 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.** Connecticut statute and regulations impose certain obligations on State agencies (as well as Respondent(s) 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.

**IMPORTANT NOTE:** The Respondent(s) must upload the Workplace Analysis Affirmative Action Report to the Department of Administrative Services (DAS) on-line data vault, called BizNet, prior to submitting a proposal in response to this RFP. More information about uploading standard contract documents is available on the DAS web site under Administrative Services, State Procurement Marketplace, [BizNet Connection](#), embedded in this section as a hyperlink.

- 3. Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a Respondent(s), consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract.

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Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (Ethics Form 5) is available on OPM's website at [http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms).

**IMPORTANT NOTE:** The Respondent(s) must upload the Consulting Agreement Affidavit (OPM Ethics Form 5) to the Department of Administrative Services (DAS) on-line data vault, called BizNet, prior to submitting a proposal in response to this RFP. More information about uploading standard contract documents is available on the DAS web site under Administrative Services, State Procurement Marketplace, [BizNet Connection](#), embedded in this section as a hyperlink.

4. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g) (2).** If a Respondent(s) is offered an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Respondent(s) must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and Connecticut State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's web site under [Ethics Affidavits](#), embedded in this section as a hyperlink.

**IMPORTANT NOTE:** The selected Respondent(s) must upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) to the Department of Administrative Services (DAS) on-line data vault, called BizNet, prior to contract execution. More information about uploading standard contract documents is available on the DAS web site under Administrative Services, State Procurement Marketplace, [BizNet Connection](#), embedded in this section as a hyperlink.

5. **Contracts with Entities Making Certain Investments in Iran, C.G.S. § 4-252a.** No State agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has 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, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Prior to submitting a bid or proposal for a large state contract, each bidder or Respondent(s) who is an entity shall submit a certification that such bidder or Respondent(s) has or has not made an investment as described herein. For purposes of this section, "large state contract" has the same meaning as provided in C.G.S. § 4-250. The OPM Iran Certification Form 7 is available on OPM's web site under [Ethics Affidavits](#), embedded in this section as a hyperlink.

**IMPORTANT NOTE:** The Respondent(s) must upload the OPM [Iran Certification Form 7](#) to the Department of Administrative Services (DAS) on-line data vault, called BizNet, prior to submitting a proposal in response to this RFP. More information about uploading standard contract documents is available on the DAS web site under Administrative Services, State Procurement Marketplace, [BizNet Connection](#), embedded in this section as a hyperlink.

6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a) (1) and 4a-60a (a)(1).** If a Respondent(s) is awarded an opportunity to negotiate a contract, the Respondent(s) must provide the Department with written representation or documentation that certifies the Respondent(s) complies with the

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State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The [Nondiscrimination Certification](#) forms are available on OPM's website at [http://www.ct.gov/opm/fin/nondiscrim\\_forms](http://www.ct.gov/opm/fin/nondiscrim_forms).

**IMPORTANT NOTE:** The selected Respondent(s) must upload the appropriate nondiscrimination certificate form to the Department of Administrative Services (DAS) online data vault called BizNET Prior to contract execution. More information about uploading standard contract documents is available on the DAS website under Administrative Services, State Procurement, [BizNet Connection](#), embedded in this section as a hyperlink.

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## SECTION III. DEPARTMENT & REQUESTED SERVICES INFORMATION

### A. DEPARTMENT OVERVIEW

CTDOC is a recognized leader in the provision of institutional and community correction services. It is one of only six state correctional agencies in the country with a combined system of pre-trial jails for accused inmates and prisons for sentenced inmates. Thus, Connecticut has an integrated jail and prison system, with approximately 28 percent accused and 72 percent sentenced inmates detained in the facilities.

CTDOC provides healthcare services in accordance with the [American Correctional Association \(ACA\)](#) and the [National Commission on Correctional Healthcare \(NCCHC\)](#) standards, as well as prevailing professional practices and community standards of care. The department also follows the guidelines established by the U.S. Preventative Services Taskforce (<https://www.uspreventiveservicestaskforce.org/>).

The Department currently has 9,945 offender inmates incarcerated throughout fourteen (14) facilities in the State of Connecticut. CTDOC is responsible for incarceration of youth, male, and female sentenced and un-sentenced individuals, as well as ensuring appropriate community supervision for approximately 4,958 offender inmates residing in the community prior to completion of their criminal sentences. **[Note: Respondent(s) will not be responsible for the provision of healthcare to the individuals supervised in the community.]** Inmates are classified in level 2 (minimum) through level 5 (maximum) security statuses. Most facilities house inmates in several levels, while the newer celled facilities house predominantly level 4 and 5 offender inmates. The number of persons supervised by CTDOC at any given time fluctuates and the number of facilities operated by CTDOC is subject to change.

Information about all CTDOC facilities can be found at <https://portal.ct.gov/DOC/Miscellaneous/Facilities>.

Additional information regarding DOC and its facilities can be found at <http://portal.ct.gov/DOC>. CTDOC Administrative Directives can be found on the DOC website at: <https://portal.ct.gov/DOC/Common-Elements/Common-Elements/Directives-and-Policies-Links>.

All inmates must have access to healthcare services that meet the Department's standards of care and reasonable accommodations as specified in Chapter 8 of the Administrative Directives or modifications are made in accordance with the Americans with Disabilities Act to allow inmates with disabilities the same opportunities for access to care as non-disabled inmates.

Information about CTDOC standards of care can be found at <https://portal.ct.gov/DOC/AD/AD-Chapter-8>.

CTDOC currently provides primary healthcare services by healthcare professionals who are appropriately licensed and/or credentialed in their appropriate field of practice by the State of Connecticut. CTDOC provides a full continuum of services including medical, dental and behavioral healthcare services at all levels of clinical acuity which is available for inmates beginning with the initial intake process and throughout their incarceration. Services for inmates range from preventive and primary care to hospital inpatient and outpatient including chronic and specialty care, i.e., podiatry, optometry, infectious disease, cardiology, obstetrics/gynecology, neurology, end of life/hospice/palliative care, medication-assisted treatment, etc. Medical personnel have access to translation services (language and services for the hearing or visually impaired) in order to ensure proper assessment and care. All medical and behavioral health

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services include access to 24 hour on-call coverage to address emergent/critical care issues. Healthcare providers perform services under the supervision of the Chief Medical Officer.

## B. SERVICES OVERVIEW

The objective of this RFP is to solicit proposals for onsite Dialysis Services at CTDOC's MWCI facility. The successful proposal will form the basis of a contract for such services. All services must be provided in compliance with all applicable laws and be the minimum acceptable standard expected of the Respondent(s) throughout the term of the contract. Information about CTDOC standards of care can be found at <https://portal.ct.gov/DOC/AD/AD-Chapter-8>

Through this Request for Proposal (RFP), CTDOC is seeking a single Respondent to provide **onsite Dialysis Treatment** services to support inmate healthcare at MacDougall Correction Institution. Respondents are also encouraged to propose services that are deemed necessary but are not included in this RFP. Respondent will be responsible for conducting Dialysis Clinics three (3) times a week, two (2) times a day starting at 6:00 am and 10:30 am, onsite to CTDOC MacDougall Correctional Institution inmates with Chronic Kidney Failure. Inmate patient capacity is up to sixteen (16) total, with a maximum of eight (8) inmate patients, currently CTDOC is providing treatment to nine (9) inmate patients, dialysis treatments lasting from five (5) to seven (7) hours.

DOC will provide treatment room, patient chairs, basic medical supplies and a separate room to house water filtration equipment. CTDOC will maintain plumbing and piping supplying water to Respondent filtration equipment. Respondent will be able to request maintenance of plumbing pipes, nozzles, gages and valves to be repaired or replaced by CTDOC. The Respondent's technician will be responsible for maintain water filtration system, dialysis machine maintenance, supply inventory and ordering. Inmates needing any surgical procedures related to dialysis treatment, such as grafts, fistulas and catheter placement will be performed at contracted UCONN Medical Center.

Staffing shall be provided by the Respondent including a Registered Nurse (RN), Dialysis Technician and licensed Nephrologist to ensure Dialysis treatment and services are compliant with the National Kidney Foundation, Kidney Disease Outcome Quality Initiative Clinical Practical Guidelines for Hemodialysis Adequacy (2015), and the National Kidney Foundation, Clinical Practice Guidelines and Recommendations (2006). Staff is expected to participate in monthly Quality and Infection Control meetings with CTDOC medical staff to advise on quality control measures and outcomes. Staff is expected to perform administrative duties such as data entry of physician Dialysis notes and flowsheets which can be scanned into CTDOC EHR system. CTDOC will allow access and provide training of CTDOC EHR system to Respondent staff. MD orders are placed in the CT DOC EHR by CT DOC providers including recommendations from specialists, including nephrologists.

Respondent will be responsible for conducting equipment preparation and clinical follow up tasks in providing comprehensive Dialysis care. The Respondent will shall conduct routine lab work including draws and testing using their own lab provider.

Respondent staff will also be responsible for coordinating care in the community for inmates unable to travel or not housed at MacDougall for treatment or if capacity is exceeded, such expenses will be covered by CTDOC. CTDOC will be responsible for providing transportation and security for community based Dialysis treatment. As well as coordinating inmate discharge from CTDOC Dialysis care once inmate has been scheduled for release, to a community base provider prior to discharge and or other terms of release such as release on bond.

Respondent must coordinate with existing CTDOC Dialysis contractor to transition care, there will be 30-day contract overlap to allow for transition activities such as equipment removal and installation.

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The Respondent will be responsible for submitting monthly reports for each patient on treatment protocol, adverse effects and kidney function level. The Respondent will work with CTDOC on developing performance measures and outcomes, such as infection prevention. CTDOC will provide medications for treatment and clinical oversight of all treatment.

The contract will be cost per treatment per patient. Price schedule must be included in the proposal, with consideration of all necessary costs associated with dialysis services.

The Respondent maybe contracted to provide physician clinical oversight, i.e. Medical Director services (administrative only) or attending physician services (clinical management of individual patients) of Dialysis services to include the following:

- (a) Provide initial and subsequent dialysis orders for dialysis treatments;
- (b) Perform monthly review and management of chemistries related to nutritional status, including nitrogen balance, diet recommendations and appropriate consultations with CTDOC's designated dietician;
- (c) Perform monthly review of mineral bone disease and renal osteodystrophy, including management of calcium, phosphorus, vitamin D metabolism and parathyroid hormone;
- (d) Perform monthly review and management of anemia control, including erythrocyte stimulating agent (ESA) dosing and iron metabolism;
- (e) Assist with control and management of hypertension and fluid balance;
- (f) Assist in medication management in relation to special dosing for dialysis related drug kinetics;
- (g) Provide Nephrology management of dialysis vascular access, including appropriate consultations with vascular surgery and interventional radiology;
- (h) Hold initial and monthly consultations with CTDOC's designated chief dialysis nurse for each patient;
- (i) Review and assist with management of monthly chemistries and dialysis treatments; and
- (j) Be available by telephone during operating hours of the Dialysis Unit for remote consultation regarding dialysis-related issues.

### **Response Requirements**

The Respondent's proposal shall include any incidental items omitted from these specifications that may be needed in order to deliver a working program and must be in compliance with the specifications and requirements of this RFP. The Respondent's proposed service program, staff and supplies must be fully identified, described and documented within the proposal.

The proposal must fully describe and document how service will be fulfilled as required by the RFP including indicating how services will be consistent with clinical guidelines and community standards of care.

CTDOC seeks to conform to established standards of care for the correctional environment such as National Commission on Correctional Healthcare (NCCHC) standards (<https://www.ncchc.org/standards-resources>) and other pertinent community standards such as those

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provided by the National Kidney Foundation guidelines ( [https://www.kidney.org/professionals/guidelines/guidelines\\_commentaries](https://www.kidney.org/professionals/guidelines/guidelines_commentaries) ).

## C. MAIN PROPOSAL COMPONENTS

A responsive proposal must include the following information about the administrative and operational capabilities of the Respondent(s).

### 1. ORGANIZATIONAL REQUIREMENTS

- 1) Executive Summary: Please provide a high level summary, not exceeding two (2) pages, to include the following:
  - 1) Description of Organization: Please provide a description of the organization, date established, number of employees (full and part-time), business type (e.g. LLC, corporation, etc.), and ownership.
  - 2) Business and Administrative Office Location(s): Please provide the location of the agency's administrative offices and all office addresses from which services will be provided, if applicable.
  - 3) Qualifications / Certification / Licensure: Please describe your organization's experience providing the kinds of services being requested through this solicitation. Describe the
    - a. applicable licensure/certifications held by your organization and staff, its relevance to the proposed service and your ability to adhere to such licensure/certification requirements. Provide assurance that you are aware of all
    - b. required licenses, certifications or other formal and informal approvals required for the proposed service and that your organization holds all such approvals.
    - c. Evidence of licenses/certification of all staff working on this contract shall be provided in **Section H - Appendices** of the provided proposal.
  - 4) Community Providers: Please describe existing community based dialysis provider partnerships, relationships or agreements with community provider's such as community health centers, federally qualified health centers, hospital based outpatient dialysis centers or private providers.
    - a. Include 3 letters of references in **Section H - Appendices** of the provided proposal.

### 2. SCOPE OF SERVICES/ SERVICE REQUIREMENTS

A. Scope of Services - The following describes the scope of services pertaining to this RFP. The Respondent shall provide the following Dialysis Care Services:

- 1) Hemodialysis in accordance with the National Kidney Foundation, Kidney Disease Outcome Quality Initiative Clinical Practical Guidelines for Hemodialysis Adequacy (2015), located at [https://www.ajkd.org/article/S0272-6386\(15\)01019-7/fulltext](https://www.ajkd.org/article/S0272-6386(15)01019-7/fulltext).
  - a. The Respondent shall provide hemofiltration and hemodiafiltration treatment.
- 2) The Respondent shall provide catheter care to prevent infection and clotting. The Respondent shall make sure the area of the insertion site is clean and change the dressing at each dialysis session. Monitor the Kt/V, URR (urea reduction ratio) and blood flow rate to ensure catheter access is working properly and that inmate is getting adequate dialysis. The Respondent shall provide infection control of the catheter site and recommend treatment for signs of infection. The Respondent shall provide treatment to remove catheter blockage during treatment.
- 3) The Respondent shall provide all routine laboratory tests ordered for patients, labs will be billed at Respondent's discretion. STAT labs are to be ordered through CTDOC's laboratory contractor. Labs to include but not limited to:
  - a. creatinine, urea nitrogen phosphorus, potassium, proteins, urinalysis, ionized calcium, blood urea nitrogen (BUN), urea reduction ratio (URR), Kt/V, hemoglobin (Hb), iron saturation & ferritin, albumin, parathyroid hormone (PTH)
- 4) The Respondent shall be responsible for supplies listed below that are routine dialysis

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supplies such as Dialysis delivery system, blood pumps, air leak detector, and the following:

- a. Water treatment system meeting Association for the Advancement of Medical Instrumentation (AAMI) standards.
  - b. Dialyzer
  - c. Blood Tubing
  - d. Dialysate Solutions
  - e. Catheters
- 5) The Respondent is responsible for providing staff, including licensed Registered Nurse (RN) and certified Dialysis technician available at all times during treatment.
  - 6) Routine maintenance and quarterly inspections of equipment will be the responsibility of The Respondent.

B. Service Requirements – A responsive proposal must include a detail description how they will deliver onsite Hemodialysis treatment to inmates at MacDougall Correctional Institute by providing a response to the following below:

- 1) The proposal must include a detail description on treatment protocols and guidelines that will be used to provide Dialysis Care Services for inmates with:
  - a) End Stage Kidney Failure, characterized by GFR <15
  - b) Chronic Kidney Disease, characterized by GFR <60 ml/min per 1.73 m<sup>2</sup> for >3 months Kidney damage for >3 months
- 2) The proposal must include a detailed plan on how the Respondent will provide catheter care to prevent infection, blockage and clotting including guideline based treatment and measures.
- 3) The proposal must include a schedule for conducting routing laboratory testing for inmates with:
  - a) End Stage Kidney Failure, characterized by GFR <15
  - b) Chronic Kidney Disease, characterized by GFR <60 ml/min per 1.73 m<sup>2</sup> for >3 months Kidney damage for >3 months
- 4) The proposal must include a list of all required and necessary equipment and supplies to provide onsite Hemodialysis treatment.
- 5) The proposal must include an equipment maintenance schedule with a description of how and when all equipment will be maintained.
- 6) The proposal must include a detailed description of its ability and experience coordinating discharges, finding a community provider or with referring through an established provider relationship prior to discharge and transfer the necessary information from the patient's medical record and orders to the community provider.

### 3. WORK PLAN

**A responsive proposal must include a comprehensive and realistic work plan. The Work Plan must demonstrate the flow of activities in a logical and sequential manner. The work plan must include the following:**

A. Tasks and Deliverables.

- 1) Describe what start-up and implementation activities, actions, tasks, and deliverables needed to accomplish providing the identified service, as well as the staff and their related qualifications for those who will be responsible for providing the identified service.
- 2) Describe what activities will be done in conjunction with current Dialysis contractor to transition services of care will little to none disruption of inmate patient treatment.

B. Methodologies.

- 1) Describe how each service and deliverable will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
- 2) Describe the days and times proposed services will be delivered to CTDOC facilities.

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C. Timetable/Schedule.

- 1) Include a proposed timetable indicating when each task and deliverables will be accomplished. Identify any significant milestones or deadlines. Timetable/schedule must include the day and time service is to be provided, if applicable.

#### 4. STAFFING REQUIREMENTS

**A responsive proposal must include** the following information about all staff that the Respondent(s) intends to assign to this service.

A. Staffing Plan.

- 1) Identify the number and type of all staff positions that will be assigned to the proposed services, including but not limited to an Administrative Liaison, who will serve as the principal contact with CTDOC, responding to CTDOC's requests for status updates and reports.
- 2) Indicate whether each position will be newly created or is existing. If the staff that will be assigned are currently employed by the Respondent, include their names and position titles.
- 3) Required Staff Positions for this RFP:
  - a) Licensed Nephrologist that will be responsible for Administrative functions of the Dialysis Clinic such as assessing the dialysis care requirements of the patients and oversee, manage and supervise services including all administrative and educational functions relating to providing services.
  - b) Registered Nurse providing direct Dialysis patient care
  - c) Technician providing direct Dialysis patient services and duties associated with maintenance and preparation of Dialysis equipment/supplies to administer treatment.

***Note: CTDOC will require notification in writing and in advance regarding the departure of any personnel staff assigned to the organization who play an integral role in fulfillment of services being contracted.***

- B. Subcontractors: If the proposal includes the use of subcontractors for the provision or delivery of any part of required service under this RFP, provide detail on the area of service which the subcontractor shall be responsible for providing services and include the following for each subcontractor:

- 1) Legal Name of Agency, Address, FEIN
- 2) Contact Person, Title, Phone, Fax, E-mail
- 3) Services to Be Provided Under subcontract
- 4) Staffing to be allocated by the subcontractor
- 5) Subcontract Cost and Term

***Note: The contractor is permitted to engage in subcontract(s) with any other qualified party for furnishing any of the work or services in this Request. However, the State expects the contractor to have the necessary qualifications requested in the RFP, and if necessary, leverage subcontractors to augment their qualifications and capability to deliver effectively.***

***The contractor shall be solely responsible for the performance of the entire contract whether or not subcontractors are used. The State shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.***

- C. Resumes. Provide resumes, not exceeding two pages per resume, for all staff identified above that are currently employed by the Respondent in **Section H - Appendices**. Resumes must reflect staff qualifications including credentials, licenses, education, training, and experience

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with the Respondent(s), corrections experience, and other relevant experience.

- D. Multilingual and Multicultural Competency. Describe your staff's experience in providing services to a diverse population.
- E. Background Checks. The State may require that the Respondent's staff undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Respondent's staff shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

## 5. CONFIDENTIALITY REQUIREMENTS

A responsive proposal must provide the following information about the information management system of the Respondent(s).

- A. Confidentiality Requirements. The Respondent(s) will be privy to confidential information that can potentially compromise the safety and security of the public, Department staff, and incarcerated individuals. The Respondent(s) shall respect the confidentiality of all Department staff and incarcerated individuals, as well as adhere to the Department's confidentiality requirements regarding receipt and dissemination of information that has the potential of compromising the Department's safety and security. Whenever practical, data, information, and documents shall be provided to the Respondent(s) electronically. CTDOC will provide access to The Respondent(s) of hardcopy data of any kind; all data will be stored electronically at CTDOC facility, in accordance with State and federal guidelines for storage of confidential information and personal health information, and encryption guidelines. The proposal must describe the Respondent's ability to comply with these requirements.
- B. Freedom of Information. Respondent(s) must be aware that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which 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).

## 6. COST PROPOSAL COMPONENTS

CTDOC intends to award a contract to procure inmate medical services for the next three (3) years, with two (2), two (2) year renewals. The first year of service shall commence on July 1, 2020. Respondents are required to complete the relevant Budget Forms located in Section V - Attachments for proposed services to be provided. Costs must be provided for any other additional services that the Respondent(s) deems necessary.

- A. Financial Requirements: -
  - 1) The Respondent must include a budget narrative detailing costs and expenditures itemized in the budget forms. This narrative must also include the rationale for use of subcontractors.
  - 2) The Respondent must submit **two separate budgets**, one that includes cost for physician clinical oversight of dialysis treatment and one without physician clinical oversight. Budget forms for expenditures for the following, use form in Section V - Attachments
    - a) Salary and Wages of staff
    - b) Subcontractor costs
    - c) Direct and Indirect Costs
  - 2) The Respondent must submit a Price Schedule for the Dialysis treatment services by cost per services. Price Schedule form must be used for each service for the following in Section V- Attachments
    - a) Hemodialysis

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## **IV. PROPOSAL OUTLINE**

**Page**

- A. Cover Sheet**
- B. Table of Contents**
- C. Declaration of Confidential Information**
- D. Conflict of Interest - Disclosure Statement.**
- E. Executive Summary**
- F. Main Proposal**
  - 1. Organizational Profile/Requirements**
    - a. Description of Organization
    - b. Business and Administrative Office Location
    - c. Qualifications / Certifications / Licensures
    - d. Community Providers
  - 2. Scope of Services/ Service Requirements**
    - a. Service Requirements
  - 3. Work Plan**
    - a. Tasks and deliverables
    - b. Methodologies
    - c. Timetable/Schedule
  - 4. Staffing Requirements**
    - a. Staffing Plan
    - b. Resumes
    - c. Multicultural Competency
  - 5. Confidentiality**
    - a. Confidentiality
    - b. Freedom of Information.
- G. Cost Proposal**
  - a. Financial Requirements - Budget Narrative
  - b. Budget Forms
- H. Appendices**
  - a. Proof of Licensure/Certifications
  - b. Letters of References, Agreements, Partnerships
  - c. Resumes

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## V. ATTACHMENTS

- a. **Attachment 1:** Letter of Intent Cover
- b. **Attachment 2:** Cover Sheet  
*This form must be completed and included in Section I of the proposal*
- c. **Attachment 3:** Acknowledgment of Contract Compliance - Notification to Bidders  
*This form must be completed and included in Section I of the proposal*
- d. **Attachment 4:** Nondiscrimination Certification – Affidavit by Entity  
*This form must be completed and included in Section I of the proposal.*
- e. **Attachment 5:** Gift and Campaign Contribution Certification  
*This form must be completed and included in Section I of the proposal.*
- f. **Attachment 6:** Workforce Analysis  
*This form must be completed and included in Section I of the proposal.*
- g. **Attachment 7:** Sample Affirmative Action Policy Statement  
*This form must be completed and included in Section I of the proposal.*
- h. **Attachment 8** – Budget Forms

**Letter of Intent**

**Return to:**

**Name:** Salina Hargrove  
**Address:** Connecticut Department of Correction  
 24 Wolcott Hill Road  
 Wethersfield, CT 06109  
**Phone:** 860-692-6837  
**Fax:** 860 692-7576  
**Email:** [DOC.RFP@ct.gov](mailto:DOC.RFP@ct.gov)

Include: SUCÄÜKÄGEGFQ Ü ÖOE ÜÜÜPÁ in the subject line

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

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

**Prospective Proposer:**

Legal Name	Telephone Number	
Mailing Address	Town, State	Zip Code

**Contact Person:**

Name	Title	
Mailing Address	Town, State	Zip Code
Telephone Number	Fax Number	Email Address

**Person Authorized to Sign Contract:**

Name	Title
Signature	Date

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION**

**RFP NAME:** Inmate Medical Services – Dialysis Services

RFP NUMBER #: 06FQ Ú ÖE ÜÚÚP

**Organization:**

Primary Business Name	FEIN/SSN# & DUNS# & CFDA#	Telephone Number
Business Address	Town, State	Zip Code

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

Name	Title	Telephone Number
Street Address	Town, State	Zip Code
E-mail Address	Facsimile Number	

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

Name	Title	Telephone Number
Street Address	Town, State	Zip Code
E-mail Address	Facsimile Number	

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Signature

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Total Amount of Proposal

### **Attachment 3**

#### **Acknowledgement of Contract Compliance Notification to Bidders**

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes: and when the guarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-11a-1 et seq. of the regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(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, Respondent(s), subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4-114a 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 enterprises; and (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans... (2) Hispanic American... (3) Women...(4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians...” The above definitions apply to the contract compliance requirement virtue of Section 4-114a-1 (10) of the Contract Compliance Regulations.

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

- (a) the proposer’s success in implementing an affirmative action plan;
- (b) the proposer’s success in developing an apprenticeship program complying with Sections 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) the proposer’s promise to develop and implement a successful affirmative action plan;
- (d) the proposer’s submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the proposer’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-11a-3(10) of the Contract Compliance Regulations.

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

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

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Signature

Date





## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



# STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	

# WORKFORCE ANALYSIS

Contractor Name:  
Address:

Total number of CT employees: \_\_\_\_\_

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

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

JOB CATEGORIES	OVERALL TOTALS <small>(SUM OF ALL MALE &amp; FEMALE)</small>	WHITE <small>(NOT OF HISPANIC ORIGIN)</small>	BLACK <small>(NOT OF HISPANIC ORIGIN)</small>	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMER. INDIAN OR ALASKAN NATIVE	PEOPLE WITH DISABILITIES	
M-MALE    F-FEMALE	M / F		M / F		M / F		M / F	
Officials & Managers		/	/	/	/	/	/	
Professionals		/	/	/	/	/	/	
Technicians		/	/	/	/	/	/	
Sales Workers		/	/	/	/	/	/	
Office & Clerical		/	/	/	/	/	/	
Craft Workers (skilled)		/	/	/	/	/	/	
Operative (semi-skilled)		/	/	/	/	/	/	
Laborer (unskilled)		/	/	/	/	/	/	
Service Workers		/	/	/	/	/	/	
<b>TOTALS - ABOVE</b>		/	/	/	/	/	/	
<b>TOTALS ONE YEAR AGO</b>		/	/	/	/	/	/	
FORMAL, ON-THE-JOB TRAINEES (Enter figures for the same categories as 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

1a. Do you promise to develop and implement a successful Affirmative Action Plan?  
Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_ Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 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:

If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?  
Yes \_\_\_ No \_\_\_ Explanation:

As part of the Department of Correction's commitment to Affirmative Action all contractors must provide the information necessary to evaluate them as part of the contract process. The criteria are established by law.

The Department will not knowingly do business with any contractor, subcontractor, bidder, grant applicant, or supplier of materials who does not actively support this commitment.

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date

SAMPLE (Please use your official letterhead)



AFFIRMATIVE ACTION  
POLICY STATEMENT

It has always been the policy and will continue to be the strong commitment of *Jonathan Swift Publishing* and all contractors and subcontractors who do business with *Jonathan Swift Publishing* to provide equal opportunity in employment to all qualified persons solely on the basis of job-related skills, ability and merit. *Jonathan Swift Publishing* will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. *Jonathan Swift Publishing*, its contractors and subcontractors, will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1970, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1 Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill Executive Order Number 9, the Connecticut Fair Employment Practices Law (Section 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81). Deprivation of Civil Rights (46a-58-(a) (d). Public Accommodations Law (46a-51-(15), definition of Mental Retarded (46a-51 (13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60(a)-8, Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and the Local Fiscal Assistance Act of 1972, as they may be amended from time to time.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

Jonathan Swift

07/04/04

Signature

Date

