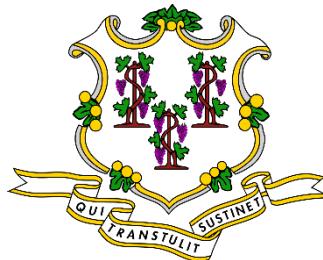


STATE OF CONNECTICUT PROCUREMENT NOTICE**Request for Proposals (RFP) For
Healthcare Preparedness****RFP Name: Healthcare Coalition Contractor,****RFP #: 2023-0902****Issued By:****Department of Public Health****March 29, 2022**

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

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

or from the Agency's Official Contact:

Name: Corinne Rueb
Address: Public Health Preparedness and Local Health Section
Department of Public Health
410 Capitol Avenue, MS#13PHP
Hartford, CT
Phone: (860) 509-7112
Mobile: (860) 936-6531
E-Mail: HCC.DPH@ct.gov (preferred method of communication)

The RFP is also available on the Agency's website at
<https://portal.ct.gov/dph/Request-For-Proposals/Request-for-Proposals>.

RESPONSES MUST BE RECEIVED NO LATER THAN**May 19, 2022****At 11:59 EST**

The 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. RFP Name and Number.

Healthcare Coalition Coordinator Contractor
RFP#: 2023-0902

2. RFP Summary.

The State of Connecticut, Department of Public Health (DPH or the Department), is soliciting competitive sealed proposals from qualified applicants to act as the coordinating entity for the State of Connecticut's Healthcare Coalition (HCC), and to serve as the fiduciary and administrative agent.

The target population for services provided by the HCC Contractor and as outlined in this RFP are all communities within the State of Connecticut. HCC Contractor planning and preparedness activities must be inclusive of the state's diverse demographics and address healthcare access issues during an emergency's response and recovery phases. The HCC Contractor is responsible for ensuring the HCC is represented by core organizations (indicated by * below) and other partners across the healthcare continuum including but not limited to:

- Hospitals (acute, trauma, burn, pediatric, and rehabilitation hospitals) *
- Emergency Medical Services (EMS) agencies *
- Local public health *
- Emergency management *
- Skilled nursing facilities
- Long term care facilities
- Home health agencies
- Behavioral health organizations
- Federally Qualified Health Centers
- Support services (pharmacies, dialysis, medical equipment supply, blood banks, poison control)
- Outpatient service providers

3. RFP Purpose.

Beginning July 1, 2017, the Assistant Secretary for Preparedness and Response (ASPR) required awardees of Hospital Preparedness Program (HPP) funds to establish HCCs which will "incentivize and support healthcare organizations with differing priorities and objectives to work together to save lives during disasters and emergencies that exceed the day-to-day capacity and capability of individual healthcare and emergency response systems." As outlined in ASPR's [2017-2022 Health Care Preparedness and Response Capabilities document](#), the HCC Contractor will coordinate preparedness and response activities with the goal of attaining an ideal state of readiness within the following healthcare preparedness and response capabilities:

- Foundation for healthcare and medical readiness
- Healthcare and medical response coordination
- Continuity of healthcare service delivery
- Medical surge

The HCC's attainment of performance measures within these capabilities will help patients receive the care they need at the right place, at the right time, and with the right resources during emergencies.

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

- 85000000: Healthcare Services
- 80000000: Management and Business Professionals & Administrative 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: Corinne Rueb
Address: Public Health Preparedness and Local Health Section
State of Connecticut
Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: (860) 509-7112
Mobile: (860) 936-6531
E-Mail: HCC.DPH@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
<https://portal.ct.gov/dph/Request-For-Proposals/Request-for-Proposals>.
- State Contracting Portal (go to CTsource bid board, filter by "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:	March 29, 2022
• RFP Conference:	NA
• Letter of Intent Due:	April 19, 2022
• Deadline for Questions:	May 3, 2022
• Answers Released:	May 10, 2022
• Proposals Due:	May 19, 2022
• (*) Proposer Selection:	TBD
• (*) Start of Contract Negotiations:	TBD
• (*) Start of Contract:	TBD

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

• Total Funding Available:	\$5,099,625
• Number of Awards:	1
• Contract Cost:	\$1,019,925
• Contract Term:	7/1/2022-6/30/2027
• Funding Source:	Department of Health and Human Services

- 6. Eligibility.** Entities, including corporations and partnerships, are eligible to submit proposals in response to this RFP. 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:

All proposers to this RFP shall be entities either organized in Connecticut or registered to do business in Connecticut, have demonstrated experience in supplying the type of services requested under the RFP, and shall meet all criteria and requirements identified in the RFP. The Department is the sole judge in determining compliance with qualification standards.

By submitting a proposal, all proposers certify that they are not on State, Federal, or Local Agency Lists of Ineligible Contractors.

- 8. Letter of Intent.** A Letter of Intent (LOI) is 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. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

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.

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 due date and time:

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: Healthcare Coalition Coordinator. 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.

- One (1) printed original proposal plus (5) conforming copies of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

When hand-delivering proposals by courier or in person, allow extra time due to building security procedures. The Agency will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time may be accepted by the Agency as a clerical function, but late proposals will not be evaluated. At the discretion of the Agency, late proposals may be destroyed or retained for pick up by the submitters.

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

II. PURPOSE OF RFP AND SCOPE OF SERVICES

■ A. AGENCY OVERVIEW

The Mission of the Connecticut Department of Public Health 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.

The Department of Public Health has broad responsibilities in the realms of public health policy, advocacy, and preparedness and response. The agency's preparedness and response roles, as outlined in the [State of Connecticut State Response Framework](#), include serving as one of the lead agencies for Emergency Support Function (ESF) 8 (Health and Medical Services) and implementation of the State of Connecticut Public Health Emergency Response Plan (PHERP). During public health emergencies that overwhelm the state's healthcare system or natural disasters that impact infrastructure, a DPH representative staffs the State Emergency Operations Center and performs resource coordination and information-sharing tasks. During such emergencies, real-time information is shared between the DPH and partners, including the state's HCC.

■ B. SERVICE OVERVIEW

On July 1st, 2019, the Connecticut Department of Public Health oversaw the transition from five regional Healthcare Coalitions to a single statewide Healthcare Coalition, the Connecticut Health Care Coalition (CT HCC). Current members of the CT HCC include:

- Connecticut Association of Directors of Health (CADH)
- Connecticut Department of Public Health (CT DPH)
- Connecticut Division of Emergency Management and Homeland Security (DEMHS)
- Connecticut Hospital Association (CHA)
- Eastern Connecticut Health Network (ECHN)
- Hartford Healthcare
- Nuvance Health System
- Single Hospital Healthcare Systems including Bristol Hospital, Connecticut Children Medical Center, Day Kimball Hospital, Griffin Hospital, John Dempsey Hospital (UCONN Health), Middlesex Hospital, Stamford Hospital.
- Trinity Health of New England
- Yale New Haven Health System

Presently, the HCC is comprised of core members representing hospitals, EMS, and local public health. There exists the opportunity to broaden representation through outreach to community organizations, long-term care, private sector, educational institutions, behavioral health, and many other organizations representing the diverse demographics of Connecticut.

The COVID19 pandemic response underscored the need to “bring to the table” community representatives who could speak to the unique challenges related to geography, race, socioeconomic status, risk factors, and constrained resources. As defined by ASPR, the “ideal state of readiness” is achieved when the full spectrum of organizations within the healthcare system engages in the preparedness activities within the four HPP capabilities. An effective HCC Contractor will successfully incentivize existing members to participate in planning and preparedness activities and additionally, communicate the benefits of the HCC to potential members. Robust member participation will provide the HCC Contractor with useful data and information regarding preparedness gaps and will form the basis for HCC-funded training and exercises and investments in supply management and information sharing platforms. In times of crisis, it is critical that resources are strategically shared and that healthcare organizations have access to the state’s ESF resources and federal support and expertise. An effective HCC Contractor will work closely with the state HPP lead to leverage all critical multi-jurisdictional resources and provide situational awareness during an emergency.

■ C. SCOPE OF SERVICE DESCRIPTION

1. Organizational Expectations

The Screening Committee will evaluate the proposer’s organizational structure in relation to the Scope of Services outlined in Section II.C.2. The proposer must have the capability to provide operational support during emergencies that overwhelm or compromise existing healthcare delivery systems. The proposer should have dedicated staff trained to be able to transition into an operational role and provide resource management and coordination and information sharing support during such emergencies. In order to fulfill this operational role, the proposer should be able to demonstrate the ability to operate within an ICS structure and have staff trained in the National Incident Management System (NIMS). If the parent organization is located outside of Connecticut, at least one management-level staff person must reside in Connecticut and be physically accessible to Coalition members and the state HPP lead.

The proposer should show evidence of providing services to clients from multiple disciplines within the healthcare industry and the ability to facilitate collaboration and build consensus. The Screening Committee will also evaluate the proposer’s experience working with community organizations serving vulnerable populations. The proposal should describe the structure or processes used to integrate accommodations for the access and functional needs of at-risk individuals, including but not limited to children, pregnant women, older adults, people with disabilities, and people with limited English proficiency and non-English-speaking populations. The proposer must submit three letters of reference from within the past five years.

2. Service Expectations

The Screening Committee will evaluate the proposer’s services, expertise, and experience and how these resources will be utilized to complete the following activities and deliverables within each of the four HPP capabilities. If applicable, the proposal should describe how subcontractors will be used to accomplish the activities and deliverables. This section in the proposal must be organized by the capabilities as outlined below.

Capability 1: Foundation for Healthcare and Medical Readiness:

The state’s health care organizations and other stakeholders—coordinated through a sustainable HCC, have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Activities and Deliverables:

- Engage hospital executives and other leaders to promote the value of the healthcare coalition and its role in building preparedness across the healthcare system.

- Convene and coordinate emergency preparedness and response functions among core healthcare coalition members as well as other key members of the healthcare system, such as LTC, FQHCs, Home Health, etc).
- Build relationships and sustainability across the healthcare system by developing and implementing a Strategic Plan that will:
 - Promote the benefits of HCC membership including financial support and cost saving strategies
 - Expand coalition membership beyond the core group consisting of hospitals, EMS, and local health to also include additional members such as long-term care, homecare, dialysis centers, medical supply chain organizations, pharmacies, blood banks, clinical labs, and community organizations
 - Provide guidance for members to meet the CMS Emergency Preparedness Rule
- Coordinate bi-monthly meetings and implement a process for developing by-laws and member guidelines for participation and engagement.
- Coordinate the process for coalition members to identify and prioritize hazards and risks and develop strategies for addressing gaps through planning, training, and exercising.
- Conduct a resource assessment to identify healthcare resources and services in the Coalition that could be coordinated and shared in an emergency. As part of assessment, include resources that support vulnerable populations.

Capability 2: Healthcare and Medical Response Coordination

The HCC and ESF-8 organizations plan and collaborate to share and analyze information; manage and share resources; and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Activities and Deliverables:

- Develop and implement strategies to promote regional mutual aid to support hospitals and other coalition member organizations
- Form an incident command structure to assess immediate and critical needs of hospital systems within the state
- Organize Medical Operations Coordination Cells (MOCC) to optimize patient distribution by augmenting EOCs with clinical experts that synthesize and coordinate healthcare capacity
- Coordinate the development and annual review of an HCC Response Plan that is integrated into the state's ESF8 plan. The response plan must describe the HCC's operational roles that support strategic planning, situational awareness, information sharing, and resource management.
- Ensure the HCC is represented at monthly ESF8 meetings and report to each ESF8 on HCC activities.
- Support the collection of Memoranda of Understanding (MOU) and transfer agreements for facilities not demonstrating internal capability, with at least one facility for:
 - Pediatric centers
 - Trauma and burn center
- Implement and ensure training on a shared cloud-based platform to collect, display and report situational awareness, bed availability, staffing, resources and Essential Elements of Information (EEI).
- Define and integrate into response plan, procedures for sharing EEIs, including but not limited to the following: current operational status of facilities, elements of EHR, and resource needs and availability.
- Coordinate the provision of public information officer (PIO) training to HCC members who are designated to act in that capacity during an emergency.
- Develop processes and procedures to rapidly acquire and share clinical knowledge between healthcare providers and between healthcare organizations.

- Assist coalition members in developing the ability to rapidly alert employees, visitors, and patients to provide situational awareness, protect their health and safety, and facilitate provider-to-provider communication.

Capability 3: Continuity of Health Care Service Delivery

Health care organizations, with support from the HCC and the ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Activities and Deliverables:

- Coordinate the development of an HCC Continuity of Operations Plan (COOP) that is informed by its members' COOPs
- Conduct a supply chain integrity assessment to evaluate equipment and supplies that will be in demand during emergencies and develop mitigation strategies to address potential shortfalls.
- Support and promote regional PPE procurement that could result in cost savings to members.
- Plan for the distribution of MCM and PPE to coalition members (in collaboration with PHEP recipients).
- Distribute PPE guidance to members during responses.
- Sustain or further develop evacuation planning and response activities.
- Provide trainings related to workplace safety.

Capability 4: Medical Surge

Health care organizations—including hospitals, EMS, and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional care as soon as possible.

Activities and Deliverables:

- Facilitate load balancing and decompression of hospitals experiencing surge.
- Coordinate an annual HCC Medical Response and Surge Exercise (MRSE).
- Collaborate with HCC membership to draft a Response Plan annex addressing pediatric surge.
- Monitor and track the HCC member reporting of bed availability and the status of facility critical capabilities via WebEOC, LTC-MAP or by other emergency management platforms/channels.
- Facilitate HCC hospital member collaboration with regional MCM coordinators to plan for rapid distribution of medical countermeasures to staff and patients.
- Support management of ASPR's Medical Reserve Corp (MRC) volunteer chapters

In addition to the activities identified in the four capabilities, the HCC Contractor must utilize HCC funds to staff an HCC Clinical Advisor who will have knowledge of medical surge and will be able to provide clinical leadership to members for preparedness and response activities. The appointment of the HCC Clinical Advisor is a grant requirement for the HCC.

Funding for healthcare coalitions, including the positions of HCC Coordinator and Clinical Advisor are awarded through the Hospital Preparedness Program Cooperative

Agreement. ASPR emphasizes the need for planning to be inclusive of at-risk populations and communities with high Social Vulnerability Indexes (SVIs). The proposal should explain how accommodations for the access and functional needs of at-risk and vulnerable populations are integrated into preparedness activities and deliverables throughout the term of the contract.

3. Staffing Expectations

The Screening Committee will evaluate the proposer's staffing plan which must include:

- An organizational chart of all the staff assigned to carry out the activities in the above "Service Expectations".
- Job descriptions for all staff assigned to carry out the activities in II.C.2, "Service Expectations".
- Up-to-date resumes of current staff which correspond with the job descriptions Position titles should align with the required organizational chart and job descriptions.
- Provide a staffing plan describing how the minimum staffing requirements will be met. The plan should be clearly delineated by position and include how much staff time will be assigned to the activities and deliverables described in the above "Service Expectations".
- Qualifications of HCC Coordinator (1FTE)
 - Minimum of 10 years of experience in public health, healthcare, emergency management, or a closely related field
 - Certification of the following ICS training within six months of execution of contract:
 - ICS-100, Introduction to the ICS;
 - ICS-200, ICS for Single Resources and Initial Action Incidents;
 - ICS-300, Intermediate ICS for Expanding Incidents;
 - ICS-400, Advanced ICS for Command and General Staff;
 - ICS-700, National Incident Management System, An Introduction;
 - ICS-800, National Response Framework, An Introduction; and
 - IS-0120.c, An Introduction to Exercises
- Qualifications of HCC Clinical Advisor (.25FTE - minimum)
 - Should be a physician, advanced practice provider, or registered nurse and should be clinically active;
 - Experience in emergency services or response activities is preferred;
 - Knowledge of medical surge issues and basic familiarity with chemical, biological, radiological, nuclear, and explosives (CBRNE), trauma, burn, and pediatric emergency response principles is required.
 - Ability to review and provide input on coalition plans, exercises, and educational activities to assure clinical accuracy and relevance
 - Ability to evaluate plans with respect to the provision of appropriate distribution (and re-distribution) of trauma patients to avoid overloading single centers whenever possible and work with healthcare facilities to understand their capabilities and capacity.
 - Ability to evaluate the availability of subject matter experts and process for supporting the secondary transfer prioritization in specialty surge (e.g., identify which patients are a priority to transfer to specialty care centers when adequate transportation or inpatient resources are unavailable)

4. Workplan

The Screening Committee will evaluate the proposal's workplan for how the deliverables and activities in Section II.C.2, "Service Expectations", will be achieved. The draft workplan should describe project management tools and methodologies used to achieve the activities and deliverables within each HPP capability. The proposer should describe prioritization strategies and how project milestones and deliverables are tracked. The workplan should

also address the assignment of staff for each of the activities and deliverables. Given that the implementation of the workplan is strongly tied to stakeholder engagement, the proposal should describe past experiences and solutions for building and sustaining stakeholder engagement. The proposer should also describe how unforeseen events (e.g. staffing, emergencies) have impacted past projects and what strategies were used to lessen any negative impact. A final workplan will be due 30 days after project kickoff.

5. Data and Technology Expectations

The Screening Committee will evaluate the proposer's data and technology capabilities. The proposal should show evidence of how the proposer has used technology for collaboration, project management, emergency notification, information-sharing, and data analysis. The proposal should include information regarding the level of IT support available for maintaining continuity of operations.

6. Financial Expectations

The proposer is expected to have financial control procedures in place and documented and an established process for ensuring adequate reporting, reconciliation, and tracking of program expenditure by funding source and program income. The proposer is expected to have a process for reimbursing subcontractors, from the time an invoice is received to payment.

7. Budget Expectations

The proposer must complete the following budget forms (See Section VII – Required Forms):

- Budget Summary
- Budget Justification Schedule B
- Position Schedule 2A
- Subcontractor Schedule A (if applicable)

Justifications for budget line items should correspond to the "Service Expectations". The Screening Committee will evaluate the proposal to determine if it is fiscally competitive, in both its staffing and service costs, with similar organizations in order to attract and maintain qualified staff and provide services in a cost-efficient manner.

8. Role of the State

The HCC Contractor will report to the state HPP lead who works within the Public Health Preparedness and Local Health Administration (PHP/LHA) section within the CT DPH. The state HPP lead will serve as a liaison between the HCC Contractor and other functional areas with the PHP/LHA section including:

- PHEP
- Planning
- Exercise coordination
- Radiological preparedness
- Volunteer management platform, [CT Responds](#)

Coordinating HCC and state preparedness activities will improve the alignment of priorities between partners and streamline the completion of federal grant and regulatory requirements.

In the planning phase, the state HPP lead will also keep the HCC Contractor apprised of updates from federal partners including HHS and FEMA. Technical expertise and national best practices are also directly accessible to the HCC Contractor through resources such as [ASPR Tracie](#), [NACCHO](#), and [NETEC](#).

During activations and emergencies that have the potential to disrupt the healthcare system, the state is responsible for sending emergency notifications to partners. Depending

upon the nature and duration of the emergency, the HCC Contractor will assume responsibilities related to resource management and coordination of information sharing between HCC members.

■ **D. PERFORMANCE MEASURES**

The following performance metrics (PMs) highlight key priorities that will be analyzed with stakeholders collaboratively during the life of the contract and will be used to guide continual program improvement. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to the CT DPH and to the ASPR, the federal grantor of HPP monies. The “2017-2022 Hospital Preparedness Program, Performance Measures Implementation Guide” is the PM reference document for HCC Contractors and will provide more detailed information regarding each PM’s:

- Goal or target
- Operational intent
- Data points
- Definitions and interpretation

Several of the key performance measures that are federally required include:

- Membership representation rate of HCC core (acute care Hospitals, EMS, Emergency Management, Public Health) and additional member organizations by member type.
- Percent of HCC member organizations that responded during a semi-annual redundant communications drill by system and platform type used.
- Medical Response and Surge Exercise (MRSE)
 - Percent of contacted HCC members acknowledging initial emergency notification within the time specified by the HCC
 - Percent of contacted HCC members who responded to the initial information request within a specified time frame
 - Percent of all pre-identified, critical required personnel types that were met by participating HCC members to manage patient surge.
 - Percent of patients requiring inpatient care who were placed at a receiving facility with an appropriate staffed bed by the end of the exercise.
 - Percent of members (below) participating in the MRSE
 - Acute care hospitals
 - EMS
 - Emergency management
 - Local Health
 - Percent of patients requiring inpatient care who were placed at a receiving facility with an appropriate staffed bed by the end of the exercise
 - Percent of HCC core member organizations with at least one executive participating in the After Action Review of the MRSE

■ **E. CONTRACT MANAGEMENT/DATA REPORTING**

The Contractor shall submit quarterly programmatic progress reports that describe the status of all Contractor and Subcontractor deliverables. The Contractor shall submit monthly Financial Expenditure and Cash Needs Reports that include all expenditures incurred in the provision of Health Care Coalition activities and services. Directions for submission of programmatic deliverables and financial reporting will be provided in the fully executed contractual agreement with the Department of Public Health.

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. The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of the 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.
 - RFP Name or Number:
 - Legal Name:
 - FEIN:
 - Street Address:
 - Town/City/State/Zip:
 - Contact Person:
 - Title:
 - Phone Number:
 - E-Mail Address:
 - Authorized Official:
 - Title:
 - Signature:
- 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 identified in the RFP are not permitted and will not be evaluated.
- 6. Style Requirements.**
Submitted proposals must conform to the following specifications:
 - Binding Type: Unbound, but fastened with binder clips
 - Dividers: None specified
 - Paper Size: 8.5 x 11"
 - Page Limit: 2 page limit Executive Summary; 10 page limit Main Proposal components, not including required Attachments
 - Print Style: 2-sided
 - Font Size: No smaller than 10 point type
 - Font Type: Easily readable (e.g. Arial, Times new Roman, Verdana)
 - Margins: Not less than 0.5" top, bottom, left and right margins
 - Line Spacing: 1.15 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. Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name and Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Agency as a clerical function, but it will not be evaluated. At the discretion of the Agency, such a proposal may be destroyed or retained for pick up by the submitters.
- 9. Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In subsection C of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal.
EXAMPLE: Section G.1.a. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).
- 10. Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example:* "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."

■ B. EVALUATION OF PROPOSALS

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

1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.

2. Evaluation Review Committee. The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Public Health Preparedness and Response and Local Health Administration Section (PHP/LHA) Chief 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 confidential.

- Organizational Profile
- Scope of Services
- Staffing Plan
- Data and Technology
- Subcontractors (if used, evaluated as part of workplan and budget)
- Work Plan
- Financial Profile
- Budget and Budget Narrative

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** (clearly referenced to summary and main proposal where applicable)
- F. Declaration of Confidential Information**
- G. Conflict of Interest - Disclosure Statement**
- H. Statement of Assurances**

A: 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 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 10 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 10 pages in this section.**

4.1 Organizational Expectations

- a. Organizational ICS Readiness
- b. Location of Offices / Facilities
- c. Range of Services/Clients (within 5 yrs.)
- d. Relevant Experience
- e. References

4.2 Scope of Services: Describe your organization's resources (e.g., experience, expertise, skills, subcontractors) and how they will be utilized to accomplish the activities associated with each of the four HPP Capabilities

- a. Foundation for Healthcare and Medical Readiness
- b. Healthcare and Medical Response Coordination
- c. Continuity of Healthcare Service Delivery
- d. Medical Surge

4.3 Staffing Plan

- a. Job Descriptions/Qualifications
- b. Personnel Organizational chart
- c. Qualifications
 - i. Resumes (include in Attachments section)
 - ii. Staff Training/Education (include certificates in Attachments section)

- HCC Coordinator
 - Clinical Coordinator
- e. Subcontractors, if applicable

4.4 Use of Technology

- a. Collaboration
- b. Project management
- c. Emergency notification
- d. Information sharing
- e. Data analysis

4.5 Subcontractors: The proposal should describe the use of subcontractors in the Scope of Services, Staffing Plan, and appropriate budget forms included in Section VII. Attachments

4.6 Work Plan

- a. Project Management
 - i. Prioritization
 - ii. Milestone tracking
- b. Staff assignment
- c. Stakeholder engagement
- d. Contingency planning

4.7 Financial Profile

- a. Financial control measures
- b. Reporting/tracking reconciliation processes
- c. Subcontractor reimbursement process

4.8 Budget and Cost Competitiveness (see Section VII – Attachments)

- a. Budget Summary
- b. Budget Justification Schedule B
- c. Position Schedule #2A
- d. Subcontractor Schedule A Detail

E: Attachments

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

- a. Resumés of Key Personnel
- b. Training Certificates of Key Personnel
- c. see Section VII (separate Word document) for forms to complete
 - i. Cover Sheet
 - ii. Applicant Information Form
 - iii. Budget (Estimated) Summary Instructions
 - iv. Budget (Estimated) Summary Form
 - v. Budget (Estimated) Justification Schedule B Form
 - vi. Position Schedule #2a Form
 - vii. Subcontractor Schedule A Detail Form

F: Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal.

EXAMPLE: Section G.1.a. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the

identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

G: Conflict of Interest – Disclosure Statement

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

H: Statement of Assurances (Appendix B)

Sign and place after Conflict of Interest-Disclosure Statement.

V. MANDATORY PROVISIONS

A. STANDARD CONTRACT PROVISIONS

Refer to the following link for generic state contract requirements: [Comptroller's Office PSA Terms and Conditions](#)

B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
- 3. Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer

knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

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

■ C. TERMS AND CONDITIONS

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

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

the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.

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

■ D. RIGHTS RESERVED TO THE STATE

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

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.
2. **Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme

circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

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

■ **E. STATUTORY AND REGULATORY COMPLIANCE**

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

- 1. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- 3. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not

include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

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

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

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

6. **Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has

not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

7. **Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
8. **Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ASPR	Assistant Secretary of Preparedness and Response
BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
HPP	Hospital Preparedness Program
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

- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP.
- *proposer*: a private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.
- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP, but has not yet done so
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a PSA with the Agency as a result of this RFP

B. STATEMENT OF ASSURANCES

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