

PROCUREMENT NOTICE

Department of Public Health
TB, HIV, STD & Viral Hepatitis Programs

LEGAL NOTICE
Request For Proposal (RFP)
RFP #2021-0902
Community Distribution Center

The Connecticut Department of Public Health (DPH), TB, HIV, STD and Viral Hepatitis Program is seeking proposals from Connecticut public and private organizations and community-based agencies to operate the Community Distribution Center, a public health information dissemination initiative and the Positive Prevention CT workgroup.

An anticipated total of approximately \$150,000 annually of state HIV prevention funds are available to support the Distribution Center. An additional \$100,000 annually of federal Centers for Disease and Prevention (CDC) HIV prevention funds will be earmarked for the purchase of male condoms, and \$21,235 will be available for the Positive Prevention CT workgroup. Funding will be for a two-year period beginning approximately January 1, 2021 through December 30, 2022, subject to the availability of funds.

The Request for Proposals (RFP) is available in electronic format on the State Contracting Portal at: <http://portal.ct.gov/Services/Working-with-the-State/State-Contracting-Portal> or from the Department's Official Contact:

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TB, HIV, STD & Viral Hepatitis Program
410 Capitol Avenue, MS#11APV
Hartford, CT 06134-0308
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The RFP is also available on the Department's website at <http://www.ct.gov/dph/rfp> (Request for Proposals). A printed copy of the RFP can be obtained from the Official Contact upon request.

Deadline for submission of proposals to the DPH is:
May 1, 2020 by 4:00 p.m.

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. **Community Distribution Center RFP# 2021-0902**
2. **Summary.** The Department of Public Health (DPH) TB, HIV, STD and Viral Hepatitis Program is seeking a Connecticut contractor to operate a community distribution center. The community distribution center will coordinate and disseminate a comprehensive inventory of culturally appropriate HIV/AIDS education materials, and male and female condoms. Other materials may be stored at DPH's request. These materials will be sent to individuals, local agencies, and community organizations throughout the state via the State of Connecticut mail system. Postage will be charged to the TB, HIV, STD and Viral Hepatitis Program and will not be the responsibility of the contractor.
3. **Synopsis.** Applicants must submit an **original proposal, five copies and an electronic copy via a USB or flash drive.**
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
2000: Community and Social Services
0600: Services (Professional, Support, Consulting, and Misc. Services)

Note: Please see **Section III. Program Information** for a complete description of service components and respective service category definitions.

■ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ADA	Americans with Disabilities Act of 1990
CAETC	Connecticut AIDS Education and Training Center
CBA	Capacity Building Assistance
CDC	Centers for Disease Control and Prevention
C.G.S.	Connecticut General Statutes
CHE	Commission on Health Equity
CHPC	Connecticut HIV Planning Consortium
CHRO	Commission on Human Rights and Opportunity (CT)
CHW	Community Health Worker
CT	Connecticut
DAS	Department of Administrative Services (CT)
DIS	Disease Intervention Specialist
DPH	Department of Public Health
DMHAS	Department of Mental Health and Addiction Services
DUH	Drug User Health
EBI	Effective Behavioral Interventions
EIS	Early Intervention Services
FPL	Federal Poverty Level
FOIA	Freedom of Information Act (CT)
HCV	Hepatitis C Virus
HCSS	Health Care and Support Services
HIP	High Impact Prevention
HIV	Human Immunodeficiency Virus
IRS	Internal Revenue Service (US)
LGBT	Lesbian, Gay, Bisexual and Transgendered
LOI	Letter of Intent

MOA	Memorandum of Agreement
MSM	Men Who Have Sex With Men
NHAS	National HIV/AIDS Strategy
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
OTL	Outreach, Testing and Linkage
P.A.	Public Act (CT)
PEP	Post Exposure Prophylaxis
PrEP	Pre-Exposure Prophylaxis
PHAB	Public Health Accreditation Bureau
PHS	Public Health Services (US)
PII	Personally identifiable information
PLWHA	People Living With HIV/AIDS
PWUD	Persons Who Use Drugs
PWP	Prevention With Positives
POS	Purchase of Service
PS	Partner Services
RFP	Request for Proposal
RTS	Routine Testing Services
RWHAP	Ryan White HIV/AIDS Program
SEEC	State Elections Enforcement Commission (CT)
SMART	Specific/Measurable/Achievable/Realistic/Time-bound
SNS	Social Networks Strategy
SSP	Syringe Service Programs
STD	Sexually Transmitted Disease
TB	Tuberculosis
TA	Technical Assistance
U.S.	United States

- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFP
- *proposer*: a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP
- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Department 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 health or human service as part of a POS contract with the Department as a result of this RFP

■ 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. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about

this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

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Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **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:

- Department of Public Health's Web Page (Click on Request for Proposals on Main Page)
<http://www.ct.gov/dph/rfp>
- State Department of Administrative Services (DAS) Contracting Portal
https://biznet.ct.gov/SCP_Search/

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State DAS Contracting Portal. Subscribers will receive a daily e-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 Federal and State funding to the Department of Public Health. The Department anticipates the following:

- Total Funding Available: \$150,000 per year for the Distribution Center (\$300,000 total for two years) and \$21,235 per year (\$42,470 total for two years) for the Positive Prevention workgroup. An additional \$100,000 per year (\$200,000 total for two years) earmarked for the purchase of male condoms.
- Number of Awards: 1
- Contract Cost: Confidential, to be negotiated with successful proposer
- Contract Term: January 1, 2021 through December 31, 2022

4. **Eligibility.** Private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities 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.

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

- A storage facility adequate to house 500,000 educational brochures and posters and 1,500,000 condoms.
- The storage facility must have hours when the public can pick up materials.
- The storage facility must be able to transport orders to the state mail room at 1820 Trinity Street in Hartford, CT a minimum of twice a month.

6. Procurement Schedule. See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). 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 DAC Contracting Portal and, if available, the Department of Public Health's Web Page.

• RFP Planning Start Date:	December 18, 2019
• RFP Released:	March 13, 2020
• Letter of Intent (LOI) Due:	<u>Recommended</u> but not required
• Deadline for Questions:	March 27, 2020
• Answers Released:	April 3, 2020
• Proposals Due:	May 1, 2020
• (*) Proposer Selection:	May 20, 2020
• (*) Start of Contract Negotiations:	May 27, 2020
• (*) Start of Contract:	<u>January 1, 2021</u>

7. Letter of Intent. A Letter of Intent (LOI) is recommended, but not required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by US mail, fax, or e-mail by the deadline established in the Procurement Schedule (**March 27, 2020 by 4:00 p.m.**). The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, and e-mail address. It is the sender's responsibility to confirm the Department's receipt of the LOI.

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 (**March 27, 2020 by 4:00 p.m.**). Questions submitted via e-mail must indicate in the e-mail subject line: RFP#2021-0902. 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 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. 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 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 Department will publish any and all amendments to this RFP on the State DAS Contracting Portal and, if available, on the DPH Web Page. At its discretion, the DPH may distribute any amendments to this RFP to prospective proposers who also submitted a Letter of Intent.

9. 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: Friday May 1, 2020
- Time: 4:00 p.m.

Faxed or e-mailed proposals will not be evaluated. Proposals hand-delivered by the proposer will also not be accepted. When delivering proposals by courier (e.g. Federal Express), allow extra time due to building security procedures. The Department 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 DPH as a clerical function, but late proposals will not be evaluated. At the discretion of the DPH, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- One (1) original UNBOUND proposal (marked as Original)
- Five (5) conforming UNBOUND copies (marked as Copy) of the original proposal and,
- One (1) conforming electronic copy (USB or Flashdrive) of the original proposal.

The original proposal or proposals must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal (s) and each conforming copy of the proposal (s) must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal(s) must be compatible with Microsoft Office Word 2013 and Microsoft Office Excel 2013. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

10. Multiple Proposals. The submission of multiple proposals is not an option with this procurement.

11. Declaration of Confidential Information. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section 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).

12. 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 Department 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 (Section IV. Proposal Outline, D.). 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.”**

■ D. PROPOSAL FORMAT

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 1-2 of the proposal. The proposer must complete the Cover Sheet Set included in Section IV. I. Forms and attach to the proposal. Following are definitions of terms included on the Cover Sheet:

Legal Name is defined as the name of private provider organization, 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.

3. Table of Contents. All proposals must include a Table of Contents that conforms with the required proposal outline. (See **Section IV. Proposal Outline**)

4. Executive Summary. **Each proposal must include a high-level summary, not to exceed two (2) pages, of the main proposal and cost proposal.** This summary is not included in the narrative page limit(s). The Executive Summary must include a brief description of the proposed service delivery including needs to be addressed, proposed services, the populations to be served, and the proposed cost.

Executive summary style requirements:

- **Font Size : No smaller than 10 point type**
- **Font Type:** Easily readable (e.g. Arial or Verdana)
- **Margins:** 0.5" on top, bottom, left and right,
- **Line spacing:** 1.5 line spacing

5. Attachments. Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.

6. Style Requirements. Each submitted proposal must conform to the following specifications (See Executive Summary style requirements in #4 above):

- Binding Type: Unbound, but fastened with binder clips
- Dividers: None specified
- Paper Size: 8.5" x 11"
- Page Limit: 10 page narrative limit, not including Executive Summary and Required Forms
- Print Style: Single-sided
- **Font Size:** **No smaller than 10 point type**
- Font Type: Easily readable (e.g. Arial or Verdana)
- Margins: No less than 0.5" top, bottom, left and right margins
- Line Spacing: 1.5 line spacing

7. **Pagination.** The proposer's name (e.g. Agency or organization name) must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be clearly and consecutively numbered at the bottom center of each page.
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 or 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 DPH as a clerical function, but it will not be evaluated. At the discretion of the DPH, such a proposal may be destroyed or retained for pick up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the DPH 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 DPH 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. **Screening Committee.** The DPH will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening 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. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.
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 and in compliance with requirements specified in the RFP. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The DPH will reject any proposal that deviates significantly from the requirements of this RFP. In addition, applicants with long-standing significant

unresolved issues on current or prior year contracts with the DPH may be removed from consideration for additional funding.

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 Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. **The weights are disclosed below (Total of 100):**

- **Organizational Profile (10)**
- **Scope of Services (20)**
- **Staffing Plan (10) *see note***
- **Data and Technology (10)**
- **Subcontractors (0): *not applicable (included in Budget)***
- **Work Plan (20)**
- **Financial Profile (10)**
- **Budget and Budget Narrative (10)**
- **Appendices and Attachments (10)**

Note:

As part of its evaluation of the Staffing Plan, the Screening Committee will consider 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 Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so 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 DAS Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.

6. Debriefing. Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact indicated in this RFP 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 Department of Public Health, TB, HIV, STD & Viral Hepatitis Section to discuss the evaluation process and their proposal(s). 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. Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department 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 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.

- 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.

II. MANDATORY PROVISIONS

■ A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the proposer 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 scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. 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/opp/fin/standard_contract

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), 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 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 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 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 proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer assures that the submitted proposal 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 Department 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 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 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 Department 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 Department 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 Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, 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 Department. The Department 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 Department. At its sole discretion, the Department 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 Department, 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 Department 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 Department 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 Department 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 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 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 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 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 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. **Award and Rejection of Proposals.** The Department 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 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 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 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 proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. 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 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 Department is the sole funder of a purchased service, the Department 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 proposer'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 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 insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
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 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 contract. 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 (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opp/fin/ethics_forms

IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with each proposal. (See Section IV. I. (Forms). 2. Other)

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 proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opp/fin/ethics_forms

IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution (See Section V. Attachments).

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

IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution (See Section V. Attachments).

III. PROGRAM INFORMATION

■ A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the federal government and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities and evaluate the effectiveness of health initiatives. The agency is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the personnel, facilities and programs regulated.

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;
- Promoting physical and mental health, and
- Preventing disease, injury, and disability.

Connecticut's Department of Public Health's TB, HIV, STD & Viral Hepatitis Program is the lead agency in the state for coordination of HIV care and prevention services addressing the HIV/AIDS epidemic. The HIV Prevention Unit provides materials and information to organizations and individuals throughout Connecticut to promote HIV education and awareness with an emphasis on those infected with HIV or at high risk of contracting HIV. In addition to HIV specific materials, the distribution serves as a resource for information about related issues such as sexually transmitted diseases (STDs), Hepatitis A,B,C and substance use.

Condom Distribution is a required component in CDC's PS18-1802 HIV Prevention funding opportunity announcement. This RFP is being released because DPH lacks the space capability to administer the condom distribution program in-house. Because the current contract ends on December 31, 2020, a new RFP is being issued at this time.

The Community Distribution Center is designed as a way to improve community access to educational materials and condoms; as well as a method to document community need for certain materials. Currently, the Community Distribution Center houses male and female (internal) condoms, educational materials, PrEP toolkits, overdose education supplies and materials, and Positive Prevention CT campaign and promotional materials.

The Community Distribution Center is accessible to the general public as well as funded agencies. Individuals and agencies not funded through DPH may access printed materials and condoms at no charge. HIV contractors funded by DPH may have access to an increased number of condoms or materials.

Positive Prevention CT is a CDC funded work group charged with creating educational and promotional materials, campaigns, social media, and marketing strategies to promote HIV Prevention services and initiatives throughout the state of Connecticut. These efforts are focused specifically for the populations highest at risk for acquiring the HIV virus, as defined by the CDC.

■ B. PROGRAM OVERVIEW

CT Distribution Center & Positive Prevention CT **RFP #2021-0902**

Service Description and Scope of Services

The purpose of this RFP is to operate a community distribution center and help orchestrate the Positive Prevention CT Workgroup. The community distribution center must assign a representative who will be responsible for the ordering and handling of Positive Prevention CT materials. This individual will work closely with the Positive Prevention DPH Co-Chair to help orchestrate the group's prevention material needs. The community distribution center will coordinate and disseminate a comprehensive inventory of appropriate, culturally competent HIV/AIDS education and promotional materials, and male and female (internal) condoms throughout the state.

Contractors must address how they will accomplish the bullets below:

- The storage facility must be adequate to house all of the HIV/AIDS prevention materials, including 500,000 educational brochures and posters and 1,500,000 male and female (insertive/internal) condoms.
- The contractor must have hours available for coordinated pickups from the public.
- Twice yearly, the contractor must update and publish a catalog of materials available through the Community Distribution Center. This catalog may be published on-line and on the DPH website.
- Maintain a database of condoms ordered by agencies. This will include the number of condoms shipped, the agency to where they were shipped and the focus population(s) served (HIV+, high risk HIV- or general population).
- Materials provided through this RFP will be purchased by DPH, with the exception of male latex condoms, which will be purchased by the contractor through an additional \$100,000 line item in the budget. These materials must be provided to customers free of charge.
- All materials must be shipped through Central Mail Services at 1820 Trinity Street in Hartford. Postage is paid for by DPH. The contractor is responsible for packing materials for shipping and providing mail delivery to Central Mail Services.
- Coordination of Prevention CT work group services. This will include, but not limited to: managing the budget, ordering supplies, coordinating material dissemination through the Distribution Center, assisting in the maintenance of the work group's website: <http://positivepreventionct.org>, and other group organization responsibilities.

Special Considerations

Proposers should be aware of the following special considerations related to the RFP and DPH funding requirements:

- The amount of funding allocated **in this RFP** is an estimate based on previous funding levels as well as on funding available through the State of CT. **This funding amount may change based on actual amount received from the state.**
- Each proposal must be submitted on the attached DPH application Forms and include all required DPH and OPM documents and forms (e.g. Cover pages, Work plan, Budget Summary, etc). All requirements of this RFP must be met, including page limits.

- The Cover Page must contain the official name, address, email address and phone number of the applicant, the principal contact person for the application, and the name and signature of the person (or persons) authorized to execute the contract. The Cover Page must be signed by an authorized official of the applicant organization. Information about contractor staff responsible for certain contractual functions must also be included in the Cover Pages. Please provide the name, title, address, telephone, email address and FAX number of staff responsible for the completion and submittal of:
 1. Contract and legal documents/forms
 2. Program progress reports
 3. Financial expenditure reports.

Proposer must indicate whether or not the agency is incorporated, the type of agency applying for funding, the fiscal year for the applicant agency, the agency's federal employer ID number and/or town code number, the applicant's Medicaid provider status and Medicaid number, if any, and if the applicant agency is registered as a Connecticut Minority Business Enterprise and/or Women Business Enterprise.

- Proposals submitted in response to this RFP will be reviewed in two steps; first, to determine whether the Proposer Minimum Requirements Checklist has been met (See Section V. Attachments), and, second to determine the technical merit of the proposal and the extent to which it meets the goals and intent of the RFP.

Regulatory Compliance

The applicant is required to be in compliance with any applicable provisions of the Regulations of Connecticut State Agencies, if a current recipient of funding from DPH and with State Non-discrimination and Affirmative Action laws, rules and regulations (See Section II. Mandatory Provisions).

Moreover, in accordance with Section 4a-60 of the Connecticut General Statutes, as amended by Public Act 07-142, Section 9, the awardee shall agree and warrant that in the performance of this award, he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status (including civil unions, per Public Act 07-245, section 2), national origin, ancestry, sex, mental retardation, mental or physical disability, but not limited to, blindness unless it is shown by the awardee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

Also, in accordance with Section 41-60a of the Connecticut General Statutes, as amended by Public Act 07-142, Section 10, the awardee shall agree and warrant that in performance of this award, he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and, that employees are treated fairly and equally when employed without regard to their sexual orientation.

Also, in accordance with Section 46a-81c (1) of the Connecticut General Statutes, as amended by Public Act 07-245, Section 3, the awardee shall agree and warrant that in performance of this award, he/she by him/herself or her/his agent, except in the case of a *bona fide* occupational qualification or need, will not refuse to hire or employ or bar or discharge from employment any individual or discriminate against such person in compensation in terms, conditions, or privileges of employment, because of the person's sexual orientation, civil union or same-sex marriage status.

The awardee shall further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the awardee as they relate to the provisions of Section 41-60 and Regulations of Connecticut State agencies, Sections 46a-68J-2 to 46a-68K-8.

DPH strongly supports the concept and implementation of affirmative action to overcome the present effects of past discrimination. DPH urges its bidders, suppliers, contractors and awardees to implement affirmative action plans and programs of their own, and, hereby notifies all DPH bidders, suppliers, contractors and awardees that DPH will not knowingly do business with, or make awards to, any individual or organization excluded from participation in any federal or state contract program, or found to be in violation of any state or federal anti-discrimination law.

■ **C. MAIN PROPOSAL COMPONENTS**

See Section IV. Proposal Outline for complete details on the Main Proposal and content requirements.

1. Organizational Requirements

Entity Type

Applications will be accepted from Connecticut public and private organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), community-based agencies, CT State agencies and municipalities.

Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

Location of organization, hours of operation, and experience

Funding for this RFP will be on a statewide basis. The proposer must provide a brief overview of the history and structure of the organization. Applicants with long-standing, significant outstanding unresolved issues on current and/or prior year contracts with the DPH may be removed from consideration for additional or future funding.

Successful proposers shall also be required to submit all **financial, program narratives, and progress reports** as contractually required, and be available for a minimum of two site visits per year to be conducted by an assigned Contract Manager.

2. Service Requirements

Services, service provision, service delivery and requirements

The proposer must address how the proposed services will be delivered. A detailed Work plan (See Section IV. Proposal Outline, I. Forms) explaining services to be provided, staff assigned, expected outcome measurements/successes and timetable of deliverables must be included with the proposal.

The proposer must describe how the proposal will fit into the organization's overall mission and services/service delivery system.

Further, the proposer must describe the work flow of the community distribution center and how the daily operations will be run.

3. Staffing Requirements

Staff

The proposer must describe the staff currently employed or that will be hired to deliver the proposed services. Proposer must use the Staffing Profile form to indicate staff which will provide the service(s), title, hourly rate and number of hours assigned to work per week. This staff assignment must also be included in the Work Plan.

Training, Credentials and Licensure

The proposer should address recruitment, hiring and retention plan for staffing.

The proposer must include applicable job descriptions (current and new) for all involved staff, as well as staff resumes and copies of any staff certifications and licenses for staff.

4. Data and Technology Requirements:

Computer Hardware / Software

Contractors shall be required to use a data collection and reporting system, of the contractors choosing, in order to document materials received and distributed by the contractor. Reports must be generated regularly for DPH. Proposers must have hardware capable of supporting the database and provide staff support for installation, maintenance and updating of the data system.

Proposers must have access to and be able to access email and the internet for the purposes of record reporting and data collection.

Assessment of Client Satisfaction

Proposer must describe any client satisfaction surveys or tools used to monitor and evaluate services and service delivery and define any findings and changes made as a result of the survey(s).

Performance Measures / Outcomes

Proposer must clearly define in the Work plan the expected outcomes and measures of success of the service(s) to be provided.

Quality Management and Quality Assurance Plan and Protocols

Proposer must describe any quality management program and/or protocols to be used in measuring and monitoring service delivery, program successes, and effectiveness of the proposed services.

D. COST PROPOSAL COMPONENT

1. Financial Requirements

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

The proposer must also describe how the organization will utilize small and minority businesses, whenever feasible, in the purchase of supplies and services. If said businesses are not used, the proposer must describe how proposed costs and services will be cost efficient.

2. Budget Requirements

Competitiveness of the proposer's budget will be considered as part of the proposal review process.

The State of Connecticut is exempt from payment of excise, transportation and sales taxes imposed by the Federal and/or State government. Such taxes must not be included in contract prices.

The maximum amount of the budget may not be increased after the proposal is submitted. All cost estimates will be considered as "not to exceed" quotations against which time and expenses will be charged. The proposed budget is subject to change during contract award negotiations.

Total Available Funding

A total of up to \$150,000 annually of state HIV prevention funds, an additional \$100,000 annually of federal Centers for Disease Control and Prevention HIV prevention funds earmarked for the purchase of male condoms, and \$21,235 for the Positive Prevention CT workgroup will be available, subject to the availability of funds. The contract will be for a two (2) year period.

Period of Award

Proposers should prepare their application based on a Two (2) year budget period (January 1, 2021 through December 31, 2022).

Budget Summary and Budget Justification

Separate and detailed budget summary and budget justification forms must be submitted. Subcontractor costs, if applicable must be included in the budget summary and budget justification forms for each service component proposed. Subcontractor Schedule detail must be submitted with each service component proposed.

Administrative costs shall not exceed 15% of the direct service costs of the funding for which the proposer applies. Administrative costs include direct (overhead) costs.

IV. PROPOSAL OUTLINE

This section presents the required outline that the proposer must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms with the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.

A. Cover Sheet
(See Section IV. I. Forms 1. Department)

B. Table of Contents

C. Declaration of Confidential Information
(See Section I. C. 12 Declaration of Confidential Information. If a Declaration of Confidential Information is applicable, proposer must reference where within the proposal, information labeled as confidential is located and also provide rationale to justify an exemption of the information from release under FOIA. If no such restriction is applicable, proposer must make a statement in Section IV. C of this proposal outline indicating "No Confidential Information Contained.")

D. Conflict of Interest - Disclosure Statement
(See Section I. C. 13. A disclosure statement must be included in this section if applicable. In the absence of any conflict of interest, a proposer must affirm such in Section IV. D. 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.)

E. Executive Summary (Two page maximum)
(See Section I. D.4 Executive Summary for specifications)

F. Main Proposal
(Begin pagination with either page 6 or 7 depending on length of Executive Summary and continue page numbering accordingly with Organizational Profile)

1. Organizational Profile
The purpose of this subsection is to gather information about the administrative and operational capabilities of the proposer to deliver the proposed services.

- a. Purpose, Mission, Vision, and/History of Organization
- b. Entity Type (profit/non-profit, etc.) / Years of Operation
- c. Location of Office(s) or Facilities / Hours of Operation
- d. Current Scope of Services / Current number and demographics of clients served
- e. Accreditation / Certification / Licensure (if applicable)

(Note: Please define any organizational accreditations, certifications or licensures)

2. Scope of Services
The purpose of this subsection is to gather information about how the proposer intends to provide the proposed service (including the use of any subcontractors.)

- a. Catchment or Service Area in which services to be provided
- b. Proposed services to be provided
- c. Collaborations

(Proposer must identify collaborations, linkages or memorandums of agreement with other organizations and agencies, and years of said collaborations. If new collaborations will be developed define collaborator (s) and purpose of collaboration.)

- d. Service Capacity / Service Delivery Plan (Deliverables)
(Proposer must briefly define capacity to deliver services proposed and submit a detailed work plan to deliver said services. **Work Plan must be included in Section IV. I. Forms, 1 Department**).
- e. Client Consultation
(Proposer must describe how provided services will be evaluated. Proposer must also identify any specific organizational protocols.)

3. Staffing Plan

The purpose of this subsection is to gather information about the quality and quantity of personnel that the proposer intends to employ to deliver proposed services. **Please use the Staffing Profile Form in Section IV. I Form, 1. Department** to document a profile of staff providing the proposed services.

- a. Key Personnel / Managers/ Staff assigned
(Proposer must briefly define number of staff, supervisors/program managers to be assigned to the supervision and delivery of services. **Proposer must complete and attach the Staffing Profile in Section IV. I. Forms, 1. Department**. The Profile must indicate the staff that will provide supervision, administration and provision of services, as well as applicable position titles, hourly pay rates, and hours assigned to services/ service delivery.)
- b. Staffing Levels and Demographics of Organization Work Force
(Proposer must complete and attach an organizational **Work Force Analysis in Section IV.I Forms**).
- c. Staff Qualifications/ Experience
(Proposer must briefly describe staff qualifications and experience to deliver proposed services. Please indicate any staff certifications or licensures held. **All current Job Descriptions and Resumes must be included in Section IV. H Appendices**. If new staff will be hired to deliver services, please include new job descriptions in Section IV. H. Appendices as well).
- d. Organizational Chart
(Proposer must include an organizational chart in **Section IV. H. Appendices**.)
- e. Recruitment, Hiring & Retention Plan
(Proposer must briefly describe how new staff is recruited, hired, and trained and the process/ method to retain current staff.)
- f. Staff Training and Educational Development
(Please describe any plans, if applicable, for staff educational training or development.)

4. Data and Technology

The purpose of this subsection is to gather information about the proposer's information management and performance measurement systems.

- a. E-Mail / Internet Capabilities
- b. (Proposer must define current capabilities as well as system restriction. Proposers must have access to and be able to access email and the internet for the purposes of record reporting and data collection.)
- c. IT Infrastructure / Hardware & Software Quality
(Proposer must describe current operating system, including the indication of any staff assigned to IT management. Such individual's name and contact information must be included).
- d. Data Collection / Storage / Reporting

(Contractors are required to collect data on the number of materials received, currently housed at the distribution center, and number disseminated. In addition, the contractor will be required to track information on condom distribution).

e. Assessment of Client Satisfaction

(Proposer must describe planned client satisfaction surveys or feedback tools used to monitor and evaluate service delivery and client satisfaction with services. Client satisfaction should occur at least yearly and should include individuals or agencies that access services through the Distribution Center.)

f. Quality Management and Quality Assurance.

(Note: Proposer must describe the organization's quality management/quality assurance program and protocols and define how evaluation and outcome measures will be used in monitoring efficiency and effectiveness of services being proposed.)

5. Subcontractors

If Section IV. F .5 Subcontractors includes the use of any subcontractors by the proposer for the provision or delivery of a service and/or services, the purpose of this subsection is to gather information about the administrative and operational capabilities of each such subcontractor.

If a subcontractor will be used, please complete and attach Subcontractor Schedule in Section IV. I. Forms.

If a subcontractor will not be used, please indicate as Not Applicable and do not include a Subcontractor schedule in Section IV.I. Forms

6. Work Plan

The purpose of this section is for the proposer to explain the tasks, participants, time estimates, and schedule for providing the proposed service and/or services. Please complete and attach the Work Plan in Section IV. I. Forms to outline provision of services. No additional narrative is required in this section.

a. Work Plan (See Section IV. I. Forms, 1. Department)

(Note: The work plan must include outcomes that are SMART- specific, measurable, realistic, and time phased.)

G. Cost Proposal

1. Financial Profile

The purpose of this subsection is to gather information about the proposer's fiscal stability, accounting and financial reporting systems, or relevant business practices.

a. Annual Budget and Revenues and Sources of Other Funding

(Proposer must define annual operating budget, revenues and sources of other funding, other than HIV Prevention [e.g. other federal, state and foundational funds]. Proposer must also describe how the organization will utilize small and minority businesses, whenever feasible, in the purchase of supplies and services).

b. Financial Standing/ Stability as indicated in last Fiscal Audit

(Proposer must describe how the proposal is fiscally competitive, including how staffing costs are competitive with similar organizations in order to attract and maintain qualified staff and provide services in a cost efficient manner. Proposer should also define fiscal stability as indicated in the organization's most recent fiscal audit.)

2. Budget and Budget Narrative

The purpose of this subsection is to gather information about how the proposer developed the proposed service component budget and cost allocations. Please complete and attach the budget summary and budget justification forms in Section IV. I. Forms. A budget summary and budget

narrative justification must be attached for each service component proposed. Add pages to the required forms as needed.

- a. Budget Summary (Section IV. I. Forms)
- b. Budget Justification (Section IV.I Forms)

H. Appendices

The purpose of this subsection is to gather any other additional information that the Department needs to evaluate the proposer

- a. Job Descriptions (attach current and any proposed new job descriptions)
- b. Résumés of Applicable Staff
- c. Organizational Chart

I. Forms

1. Department

The purpose of this subsection is to provide blank copies of any Department forms that must be submitted with a proposal or proposals:

- **Applicant Cover sheets (2 Pages)**
- **Budget Summary and Budget Justification Documents**
(Include in Section IV. G.2 Budget and Budget Narrative)
- **Subcontractor Schedule**
(Include in Section IV. F.5 Subcontractor)
If Subcontractor will not be used, please indicate as Not Applicable
- **Staffing Profile Document**
- **Work Plan Form**

2. Other

The purpose of this subsection is to provide blank copies of any other forms that must be completed and submitted with a proposal.

Please submit one copy of each of the following forms:

- a. Notification To Bidders, Parts I – V (CHRO)
- b. Acknowledgment of Contract Compliance
- c. Workforce Analysis
- d. Consulting Agreement Affidavit (OPM Ethics Form 5) ¹

¹ Attached when the contract resulting from this RFP has an anticipated value of \$50,000 or more in a calendar or fiscal year. The proposer must submit this certification to the Department with the proposal.

V. ATTACHMENTS

■ **A. APPLICATION FORMS:** *The following forms must be completed and included in the proposal submission as applicable and directed.*

1. Cover Sheet	28
2. Applicant Information Form (continuation)	29
3. Budget Form Instructions	30
4. Budget Summary 1 Form	31
5. Budget Justification Schedule B Form	32
6. Instructions – Subcontractor Schedule A Detail	33
7. Subcontractor Schedule A Detail Form	34
8. Work Plan Form	35
9. Staffing Form	36
10. OPM Consulting Agreement Affidavit	37
11. Workforce Analysis	38
12. Notification to Bidders.	39
13. Contract Compliance Policy Statement	40
14. Minimum Requirements Checklist	41

■ **B. INFORMATIONAL ATTACHMENTS:** *The following attachments are for your information only. These attachments will be used for applicants awarded funding and will be requested during the contract development process.*

1. Nondiscrimination Certifications	42
2. Code of Ethics	43
3. False Claims Act Notification	44
4. False Claims Act Policy	45
5. False Claims Act Procedure	46
6. SEEC Form 11	47
7. HIV Prevention Services Regional Map	48

VI. APPLICATION FORMS

COVER SHEET

REQUEST FOR PROPOSAL

RFP DPH # 2021-0902

Community Distribution Center

CONNECTICUT DEPARTMENT OF PUBLIC HEALTH

TB, HIV, STD and Viral Hepatitis Programs

Applicant Information

Applicant Agency: _____

Legal Name _____

Address _____

City/Town _____

State _____

Zip Code _____

Telephone No. _____

FAX No. _____

Email Address _____

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

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

Signature of Authorizing Official:

Date

Typed Name and Title

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

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

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

Applicant Information Form (continuation)

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

Contract and Legal Documents/Forms:

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

Program Progress Reports:

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

Financial Expenditure Reporting Forms:

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

Incorporated: YES NOAgency Fiscal Year: Type of Agency: Public Private Other, Explain: Profit Non-ProfitFederal Employer I.D. Number: Town Code No: Medicaid Provider Status: YES NOMedicaid Number: Minority Business Enterprise (MBE): YES NOWomen Business Enterprise (WBE): YES NO

Instructions Budget Summary 1

I. Personnel (lines #1 - #5) each person funded:

- a) Name of person & Title
- b) Hourly rate, # hours working per week, and # of weeks. (calculate)
- c) Fringe benefit rate. (calculate)

Example:

1. Name & Position: John Smith, Coordinator	
Calculation: \$25.00 hr X 35hrs X 45wks	\$39,375
Fringe Benefit: 26%	\$10,238

II. Line #11 **Contractual (Subcontracts)** provide the total of all subcontracts and complete Subcontractor Schedule.

III. Lines #6 - #13 complete categories as appropriate,

IV. Line # 14: Other Expenses are any other types of expense that do not fit into the categories listed.

For example: Equipment (purchasing a computer at a cost of \$1,500). Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$2,500 or more.

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

VI. Line Item #15 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please note, applicants are allowed a maximum of 15% of the total budget to Administrative and General Costs. Please review the OPM website on Cost Standards for more information at: <http://www.ct.gov/opp/cwp/view.asp?a=2981&q=382994>.

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

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

IX. **2 Year Contracts:** 2 sets of budget forms have been provided. Please do a full budget for each year of the contract, clearly indicating the year on each form. Assume level funding for the second year.

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

B. Budget Justification Schedule B

I. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

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

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

Example:

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

Budget Summary 1

Category	Amount
Personnel:	
1) Name & Position: ,	
Calculation:	
Fringe Benefit: %	
2) Name & Position: ,	
Calculation:	
Fringe Benefit: %	
3) Name & Position: ,	
Calculation:	
Fringe Benefit: %	
4) Name & Position: ,	
Calculation:	
Fringe Benefit: %	
5) Name & Position: , : Calculation: Fringe Benefit: %	
6) Travel per mile X miles	
7) Training	
8) Educational Materials	
9) Office Supplies	
10) Medical Materials	
11) Contractual (Subcontracts)***	
12) Telephone	
13) Advertising	
14) Other Expenses (List Below)	
a)	
b)	
c)	
d)	
e)	
f)	
15) Administrative and General Costs	
Total DPH Grant	
Other Program Income:	

*** Complete Subcontractor Schedule A

*** Administrative Costs shall not exceed 15% of the direct service costs.**

Budget Justification Schedule B

C. Instructions: Subcontractor Schedule A--Detail

I. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.

II. Detail of Each Subcontractor:

Choose a category below for each subcontract using the basis by which it is paid:

A. Budget Basis **B. Fee for Service** **C. Hourly Rate.**

Provide the detail for each subcontract referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

Example A. Budget Basis

Outreach Educator \$20/hr x 20hrs/wk x 50wks	\$20,000
Travel 590 miles @ .44 cents/mile	260
Supplies	500
Total	\$20,760

Example B. Fee for Service:

Develop and Produce	
500 Videos @ \$10 each	\$5,000
Total	

Example C. Hourly Rate:

Quality Assurance Review of 200 Patient Charts	
by Nurse Clinician 200 hours @ \$25/hour	\$5,000
Total	\$5,000

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

Subcontractor Schedule A-Detail #1

Program:

Subcontractor Name:

Address:

Telephone: () () - ()

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

Indicate One: MBE WBE Neither

Line Item	Amount
	Total Subcontract Amount:

#2

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

#3

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

Work Plan (make as many blank pages as needed):

Program Category:	Activity:	Activity Location:	Activity Steps:	Activity Specific Outcomes:	Name of Staff and Position(s) Responsible:	Timeframe for Completion:

Staffing

Profile of staff providing services. Please provide the information requested below.

Professional Staff*	Name	Title	Hourly Rate	Assigned to Project: # hrs/wk
Position 1				
Position 2				
Position 3				
Position 4				
Clerical/ Support Staff:				
Position 1				
Position 2				

***Attach resumes and job descriptions for all Professional Staff in proposal appendix**



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

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

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

Description of Services Provided: _____

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

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

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

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

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public

WORKFORCE ANALYSIS

Contractor Name:
Address:Total Number of CT employees:
Full Time: Part Time:

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

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

1. Have you successfully implemented an Affirmative Action Plan? YES NO

Date of implementation: _____ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?

 YES NO Not Applicable Explanation:2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation:3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO Explanation:4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 YES NO Explanation:_____
Contractor's Authorized Signature_____
Date

NOTIFICATION TO BIDDERS

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

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

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

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

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

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

Signature

Date

On behalf of:

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



J. Robert Galvin, M.D., M.P.H.
Commissioner

M. Jodi Rell
Governor

**AFFIRMATIVE ACTION
CONTRACT COMPLIANCE POLICY STATEMENT**

The Department of Public Health is an affirmative action employer, in compliance with all state and federal laws which prohibit discrimination and mandate affirmative action to overcome the present effects of past discrimination. Accordingly, we require that the individuals and organizations with which we do business do not engage in discriminatory practices.

This Department and our contractors shall fully comply with the CONTRACT COMPLIANCE REGULATIONS OF CONNECTICUT STATE AGENCIES, Sections 46a-68j-21 through 46a-68j-43, which establish procedures for evaluating compliance with Connecticut General Statutes, Section 4a-60, the state's nondiscrimination contract provisions. We require our contractors to cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities pertinent to these regulations.

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

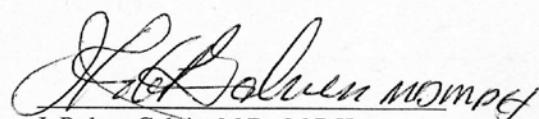
As part of our contract compliance program, bidders, contractors, subcontractors, and suppliers are encouraged to develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market. The existence and active administration of voluntary plans will be a factor in deciding contract approvals and the continuation of existing contracts, in accordance with Section 46a-68j-30.

This Department also solicits and encourages the participation of minority business enterprises as bidders, awardees, contractors, suppliers, and subcontractors.

All bidders and contractors shall be notified of this policy, must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process.

17 Sep 04

Date



J. Robert Galvin, M.D., M.P.H.
Commissioner of Public Health



PHONE: (860) 509-7101 FAX: (860) 509-7111
410 CAPITOL AVENUE - MS#13COM, P.O. Box 340308, HARTFORD, CONNECTICUT 06134-0308
Affirmative Action/Equal Employment Opportunity Employer

APPLICANT'S MINIMUM REQUIREMENTS CHECKLIST: RFP #2021-0902

Applicant

1. Cover pages (See Section IV. I. Forms) completed and included in proposal
(not included in page limit) _____
2. Executive Summary (1-2 pages maximum) included
(not included in page limit) _____
3. Declaration of Confidential Information referenced or indicated as N/A
(not included in page limit) _____
4. Conflict of Interest Disclosure Statement included
(not included in page limit) _____
5. Main Proposal narrative meets respective page limits (10 pages) _____
6. Resumes provided for all professional staff assigned to this project.
(not included in page limit) _____
7. Job descriptions provided for all key personnel assigned to this project including new positions being proposed
(not included in page limit) _____
8. Staff Profile form completed and included in proposal
(not included in page limit) _____
9. Budget Summary and Budget Justification Forms completed and included in proposal
(not included in page limit) _____
10. Subcontractor Schedule (if applicable) completed and included in proposal
(not included in page limit) _____
11. Completed Work Plan form included in proposal
(not included in page limit) _____
12. Completed Notification to Bidders form included in proposal.
(not included in page limit) _____
13. Completed Workforce Analysis Questionnaire included in proposal.
(not included in page limit) _____
14. Signed Consulting Agreement Affidavit (OPM Ethics Form 5) included in proposal
(not included in page limit) _____
- 15. An original unbound and 6 unbound copies of the completed proposal must be received at DPH no later than May 1, 2020** _____
16. The proposal is signed by an authorized official of the Applicant Organization. _____



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut **valued at less than \$50,000 for each year of the contract**. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____ of _____, _____
Authorized Signatory Title Name of Entity

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

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signature

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit By Entity
For Contracts Valued at \$50,000 or More

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

INSTRUCTIONS:

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

AFFIDAVIT:

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

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

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

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

_____ and that _____
 Name of Entity Name of Entity

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

 Authorized Signature

 Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

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

Commission Expiration Date

CODE OF ETHICS
BUSINESS COMPLIANCE NOTIFICATION

All state contracts issued must comply with CGS 1-84(i) which requires that the business entity receiving a non-competitive contract is not associated with a public official or state employee, nor is it associated with a member of the immediate family of a state employee or public official. The following definitions are offered to facilitate compliance with CGS 1-84(i).

1. An associated business is one in which the individual or immediate family member is a director, officer, owner, partner, or holder of 5% or more of the total outstanding stock of any class. (Officer refers only to the positions of president, executive or senior vice-president, or treasurer). Associated business also includes trusts, if a family member has an interest that exceeds 10% of the value of the trust, or \$50,000, whichever is less.
2. The term business includes both profit and non-profit undertakings.
3. Immediate family includes any spouse, children, or dependent relatives residing in the individual's household.

FALSE CLAIMS ACT
COMPLIANCE NOTIFICATION

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

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

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

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY

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

REFERENCE DOCUMENTS

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

	<h2>False Claims Act (Policy)</h2>	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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1.0 Purpose

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

2.0 Scope

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

3.0 Definitions and Acronyms

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

3.1 Acronyms

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

3.2 Definitions

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

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

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

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

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

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

4.1 False Claim Act

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

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

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

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

4.2 State False Claim Related Acts

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

4.3 Compliance Reporting

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

	<h2>False Claims Act (Procedure)</h2>	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

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

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

	<h2>False Claims Act (Procedure)</h2>	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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1.0 Purpose

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

2.0 Scope

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

3.0 Definitions and Acronyms

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

3.1 Acronyms

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

3.2 Definitions

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

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

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

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

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

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

Subcontractor – See “Contractor or Agent” above.



False Claims Act (Procedure)

PR-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

4.0 Process

4.1 Dissemination to the Department's New Employees

4.1.1 The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.

4.1.2 Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

4.2 Dissemination to the Department's Existing Employees

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

4.3 Dissemination to Contractors and Qualified Providers

4.3.1 CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.

4.3.2 Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.

4.3.3 Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.

4.3.4 Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

5.0 Records

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

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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i)

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

SEEC Form 11 Definitions:

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

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

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

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

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

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

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

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