|  |
| --- |
|  **STATE OF CONNECTICUT PROCUREMENT NOTICE** |



Request for Proposals (RFP) For

Evaluation of Funded Community-Based Organizations Implementing Strategies for Prevention and Intervention of Firearm Injury, Disability, and Death

Issued By:

Connecticut Department of Public Health

 Tuesday May 7, 2024

The Request for Proposal is available in electronic format on the State Contracting Portal by filtering by Organization for Department of Health <https://portal.ct.gov/DAS/CTSource/BidBoard>

or from DPH’s Official Contact:

Name: Colleen Violette, Public Health Services Manager

Address: 410 Capitol Avenue, MS #HLS, Hartford, CT 06134-0308

Phone: 860-509-8251

Fax: 860-509-7720

E-Mail: DPH-GunViolenceRFP@ct.gov

The RFP is also available on DPH’s website at [**https://portal.ct.gov/DPH/Request-For-Proposals/Request-for-Proposals**](https://portal.ct.gov/DPH/Request-For-Proposals/Request-for-Proposals)

RESPONSES MUST BE RECEIVED NO LATER THAN

Friday June 7, 2024 12:00 PM EST

The Connecticut Department of Public Health is an Equal Opportunity/Affirmative Action Employer. DPH reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

|  |
| --- |
| **TABLE OF CONTENTS** |

Table of Contents

[SECTION I. GENERAL INFORMATION 3](#_Toc151385678)

[A. Introduction 3](#_Toc151385679)

[B. Instructions 4](#_Toc151385680)

[SECTION II. PURPOSE OF RFP AND SCOPE OF SERVICES 7](#_Toc151385681)

[A. Agency Overview 7](#_Toc151385682)

[B. Service Overview 7](#_Toc151385683)

[C. Scope of Services Description 8](#_Toc151385684)

[D. Performance Measures 11](#_Toc151385685)

[E. Contract Management and Data Reporting 12](#_Toc151385686)

[SECTION III. PROPOSAL SUBMISSION OVERVIEW 12](#_Toc151385687)

[A. Submission Format Information 12](#_Toc151385688)

[B. Evaluation of Proposals 14](#_Toc151385689)

[SECTION IV. REQUIRED PROPOSAL OUTLINE AND REQUIREMENTS FOR SUBMISSION 16](#_Toc151385690)

[A: Cover Sheet 16](#_Toc151385691)

[B: Table of Contents 1](#_Toc151385692)6

[C: Executive Summary 17](#_Toc151385693)

[D: Main Proposal Submission Requirements To Submit a Responsive Proposal 17](#_Toc151385694)

[E: Attachments 20](#_Toc151385695)

[F: Declaration of Confidential Information 20](#_Toc151385696)

[G: Conflict of Interest – Disclosure Statement 2](#_Toc151385697)0

[H: Statement of Assurances 2](#_Toc151385698)0

[SECTION V. MANDATORY PROVISIONS 21](#_Toc151385699)

[A. Standard Contract Provisions 21](#_Toc151385700)

[B. Assurances 21](#_Toc151385701)

[C. Terms and Conditions 22](#_Toc151385702)

[D. Rights Reserved to the State 23](#_Toc151385703)

[E. Statutory and Regulatory Compliance 24](#_Toc151385704)

[SECTION VI. APPLICATION FORMS AND APPENDICES 27](#_Toc151385705)

[A. Abbreviations / Acronyms / Definitions 27](#_Toc151385706)

[B. Statement of Assurances 29](#_Toc151385707)

[C. Proposal Checklist 3](#_Toc151385708)0

|  |
| --- |
| SECTION I. GENERAL INFORMATION |

## A. Introduction

**1.** **RFP for Evaluation of Funded Community-based Organizations Implementing Strategies for Prevention and Intervention of Firearm Injury, Disability, and Death DPH20250903RFP.** The name and number will be used on the packaging if applicable and cover sheet of proposals submitted in response to this RFP.

**2.** **RFP Summary.** The Connecticut Department of Public Health (DPH) is seeking proposals from public and private organizations, community-based agencies, municipalities, or public or private colleges or universities to evaluate DPH-identified programs addressing community gun violence intervention and prevention. An anticipated total of approximately $106,000 annually for a total of $264,196 over a two-year period. Federal ARPA funds ($164,937 for FY24 – FY27) and state General Fund ($99,259 for FY24 – FY27) are available to support this project.

**3.** **RFP Purpose.** In recent years, DPH Injury and Violence Surveillance Unit (IVSU) in the Community, Family Health, and Prevention Branch (CFHPB) has been monitoring trends in homicides and firearm related homicides through a federal Centers for Disease Control and Prevention (CDC)-funded surveillance project referred to in Connecticut as the Connecticut Violent Death Reporting System (CTVDRS). Beginning in 2020, CTVDRS data trends indicated a sharp increase in homicides soon after the COVID-19 pandemic came to Connecticut in March 2020. The sharp increase in homicides was sustained through 2022. Many communities in Connecticut, like others across the country, experienced increases in community gun violence. Unquestionably, the pandemic has had a significant effect on this issue by exacerbating challenges like economic and housing insecurity, dislocation of youth, and limited mobility that aggravated interpersonal tensions, challenging the abilities of law enforcement, public and nonprofit organizations, and community groups to respond to the needs of people experiencing increases in violence.

The purpose of the RFP is to secure an experienced and skillful Public Health Program Evaluator to evaluate the DPH-identified community-based organizations’ activities to address gun violence intervention and prevention in their communities. The selected Public Health Program Evaluator will conduct a performance assessment of up to ten of the DPH-identified Community-Based Organization (CBO) programs and measure the effectiveness of the strategies implemented during the CBOs’ contract period. The Public Health Program Evaluator's role will include working with DPH and staffs, managing the CBO programs to: identify output and process measures, conduct an asset map of community violence prevention and intervention services, and design the Program Evaluation and Evaluation Dissemination Plans to demonstrate how the proposed projects will meet short, intermediate, and long-term outcomes and how the evaluation findings will be shared.

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

* 80171907: Community relations consultation and engagement
* 80101504: Strategic planning consultation services
* 80101604: Project administration or planning
* 80171502: Focus group and public feedback meeting facilitation and analysis
* 80161502: Meeting planning services
* 85101707: Health Service evaluation

## B. Instructions

1. **Official Contact.** DPH 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 DPH. Proposers, prospective proposers, and other interested parties are advised that any communication with any other DPH employee(s) (including appointed officials) or personnel under contract to DPH about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Colleen Violette, Public Health Services Manager

Address: 410 Capitol Avenue, MS #HLS, Hartford, CT 06134-0308

Phone: 860-509-8251

E-Mail: DPH-GunViolenceRFP@ct.gov

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

**2.** **Registering with State Contracting Portal.** Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application on this portal (on their supplier profile), which will be checked by DPH contact.

* Secretary of State recognition – Click on appropriate response
* Non-profit status, if applicable
* Notification to Bidders, Parts I-V
* Campaign Contribution Certification (OPM Ethics Form 1): <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

**3. RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

* Agency’s RFP Web Page

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

* State Contracting Portal (go to CTsource bid board, filter by State of Connecticut Department of Public Health <https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

**4. Procurement Schedule.** See below. Dates after the due date for proposals (“Proposals Due”) are non-binding target dates only (\*). DPH may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, DPH’s RFP Web Page.

* RFP Released: Tuesday May 7, 2024
* RFP Conference: Not Applicable
* Letter of Intent Due: Monday May 13, 2024
* Deadline for Questions: Friday May 17, 2024
* Answers Released: Friday May 24, 2024
* Proposals Due: Friday June 7, 2024, 12:00 PM EST
* (\*) Proposer Selection: Friday June 28, 2024
* (\*) Start of Contract Negotiations: July 1, 2024
* (\*) Start of Contract: November 1, 2024

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

* Number of Awards: One
* Contract Cost: $264,196
* Contract Term: November 1, 2024 to December 31, 2026
* Funding Source: Federal ARPA funds for Community Violence Prevention Programs and state General Funds SFY 2025 – SFY 2027 (1/2 year)

**6. Eligibility.** Proposals will be accepted from public and private organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), community-based agencies, municipalities, or public or private colleges or universities. Individuals who are not a duly formed business entity are ineligible to participate in this procurement. Proposers must be in good standing with DPH and have no longstanding, significant unresolved issues on current or prior contracts with DPH.

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

* Staff with graduate level education in public health, epidemiology, sociology, anthropology, or related field with significant experience in public health program evaluation.
* Significant knowledge and experience coordinating and developing evaluation plans and conducting evaluations.
* Ability to collect and analyze data from data sources that inform the performance measures.
* Ability to monitor and evaluate funded CBOs’ planning process and outcome measures.
* Ability to develop survey instruments, and to analyze and report findings.
* Ability to conduct focus groups and listening sessions and compile information.
* Ability to schedule and manage meetings in-person or on a virtual platform.
* Ability to plan, prepare, and publish agendas and meeting materials.
* Proficiency in writing statewide and community-based implementation and evaluation plans and disseminating evaluation findings.
* Proficiency in report writing (e.g., monthly progress updates, quarterly reports, annual evaluation reports, etc.)
* Proposals must be complete and comply with **all** requirements specified in the RFP.
* Documented ability to execute the proposed plan of service delivery, including accounting and financial reporting systems and sound fiscal stability.
* Current experienced staff, or the ability to hire qualified personnel, and/or subcontract for services; to execute the proposed plan of service delivery.

**8.** **Letter of Intent.** A Letter of Intent (LOI) is recommended and preferred, but not required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, and e-mail address. It is the sender’s responsibility to confirm DPH’s receipt of the LOI.

**9. Inquiry Procedures.** All questions regarding this RFP or DPH’s procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, DPH 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, DPH may or may not respond to questions received after the deadline. DPH 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.

 DPH will release the answers to questions on the date(s) established in the Procurement Schedule. DPH will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on DPH’s RFP Web Page. At its discretion, DPH may distribute any amendments to this RFP to prospective proposers who submitted a Letter of Intent.

**10.**  **RFP Conference.** An RFP conference will not be held.

**11**. **Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before Wednesday May 31th at 12:00 PM.

 Proposals received after the due date and time will be ineligible and will not be evaluated. DPH will send an official letter alerting late respondents of ineligibility.

**An acceptable submission must include the following:**

* One (1) conforming electronic copy of the original proposal.

The proposal must be complete, properly formatted and outlined, signed, and ready for evaluation by the Screening Committee.

The electronic copy of the proposal must be emailed to the Official Contact for this procurement. The subject line of the email must read: **RFP For Evaluation of Funded Community-Based Organizations Implementing Strategies for Prevention and Intervention of Firearm Injury, Disability, and Death**. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects DPH’s server limitations. Respondents should work to ensure there are not additional IT limitations from the provider side.

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

|  |
| --- |
| SECTION II. PURPOSE OF RFP AND SCOPE OF SERVICES |

## A. Agency Overview

DPH is the state’s leader in public health policy and advocacy; DPH is the center of a comprehensive network of public health services and is a partner to local health departments. DPH provides advocacy, training and certification, technical assistance and consultation, and specialty services such as risk assessment that are not available at the local level. DPH 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. DPH is focused on health outcomes, maintaining a balance between assuring quality and administrative functions among personnel, facilities, and programs. DPH is a leader on the national scene through direct input to Federal agencies and the United States Congress. The mission of DPH is: To protect and improve the health and safety of the people of Connecticut by:

• Assuring the conditions in which people can be healthy;

• Preventing disease, injury, and disability; and

• Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

## B. Service Overview

Community violence, including community gun violence is a rising problem in several Connecticut communities, and most of the victims directly impacted by this violence are young black and brown men. The average age of CT homicide victims ranges from 31 to 47 years of age, with Black and Hispanic resident deaths occurring in 31- and 32-year-olds, on average. CBOs selected through a separate RFP process were awarded 3-year grants based on their capacity to address violence among Connecticut’s communities. Several of the CBOs have limited staff and although they have much experience implementing violence prevention strategies, there is a great need for program evaluation of their strategies and activities. If strategies are found to be ineffective, the program evaluator will consult with DPH and with the CBO staff to help the organizations adjust their strategies with the goal of increasing effectiveness. The program evaluator shall evaluate any adjustments made on an ongoing basis until the termination of the CBO’s contract.

Services of Public Health Program Evaluation include:

* Evaluation of DPH-identified CBOs’ gun violence prevention and intervention strategies.
* Conducting a performance assessment of the funded programs and measure the effectiveness of the strategies implemented over their contract periods.
* Working with DPH and contracted staffs to:
	+ Identify Specific, Measurable, Achievable, Relevant, and Time-Bound (SMART) output and process measures for the CBOs’ programs,
	+ conduct an asset map of CBOs’ community violence prevention and intervention services,
	+ design the Program Evaluation Plan to demonstrate how the proposed CBO projects will meet short-, intermediate, and long-term outcomes, and
	+ design the Evaluation Dissemination Plan to outline how and when the evaluation findings will be shared with program stakeholders.
* Service Outcome Goals:
1. Funded community-based and hospital-based violence prevention and intervention programs (i.e., CBOs) are supported by the program evaluator by assisting in the development of their logic models, evaluation plans, and evaluation dissemination plans.
2. Effectiveness of CBO intervention and prevention strategies are monitored and assessed by the program evaluator quarterly and annually.
3. Utilization of enhanced surveillance data and data dashboards for data collection, analysis, and dissemination of data is monitored and assessed by the program evaluator quarterly and annually.
4. CBOs use evidence-informed and data-driven public health strategies to reduce and prevent community violence-involved injury and deaths, informed also by their work with the program evaluator.
5. May be asked to assist non-funded CBOs associated with the Commission on Community Gun Violence Intervention and Prevention to provide technical assistance in creating their logic models, evaluating their programs, and sharing evaluation findings as needed.

CT Public Act 22-118: Sec. 80 (4) requires that DPH “evaluate effectiveness of violence intervention and prevention strategies implemented under the program”.

## C. Scope of Services Description

**1. Organizational Expectations**

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

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

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

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

The proposer must indicate entity type and years of operation. Proposals will be accepted from Connecticut public and private organizations, community-based agencies, municipalities, or public or private college or universities. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

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

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

**d.** **Accreditation / Certification / Licensure (if applicable)**

Please define any organizational accreditations, certifications or licensure.

1. **Service Expectations**
	1. Evaluation methodology used by the selected proposer must follow the [CDC Framework for Program Evaluation](https://www.cdc.gov/evaluation/framework/index.htm). This framework guides the program evaluation and requires that program stakeholders be engaged early in the evaluation planning process.
	2. Assist DPH-identified CBOs with developing their logic models which should include Inputs, Strategies and Activities, Short-Term Outcomes, Intermediate Outcomes, and Long-Term Outcomes. Short-Term outcomes can be process and outcome measures.
	3. Ensure the CBOs are conducting evidence-informed and data-driven public health strategies to reduce and prevent community violence and gun violence-involved injury and death.
	4. May be asked to provide technical assistance to non-funded CBOs associated with the Commission on Community Gun Violence Intervention and Prevention to assist with developing their logic models, evaluation plans, and evaluation dissemination plans, subject to funding availability.
	5. Report out on evaluation progress and results to the Connecticut Commission on Community Gun Violence Intervention and Prevention quarterly and annually commencing 6 months from the start of the project.
2. **Staffing Expectations**

The proposal must identify and describe the staff assigned to this program. Resumes must be provided for staff leading the program evaluation. The profile of staff who will be working in this program must be clear, and allocate adequate time to manage the services to be provided. Include in the staff profile the extent to which the project leader and the other identified staff have the appropriate training and experience to perform assigned duties.

**3. Data and Technology Expectations**

Successful proposers must clearly describe experience in the following criteria:

1. **E-Mail/Internet Capabilities**
* Proposer must define current capabilities as well as system restrictions. Proposers must have access to and be able to access email and the internet for the purposes of data collection and record reporting, as well as for any required or recommended DPH webinars and teleconferences. They must have the ability to schedule and manage meetings using a variety of virtual platforms for remote/hybrid meetings.
1. **IT Infrastructure / Hardware & Software Quality**

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

1. **Data Collection / Storage / Reporting**

Proposer must describe how it will collect data from various data sources; e.g., surveillance data, focus group data, implementation data, etc. to show impact of the programs. These data are expected to be stored in a secure IT environment to ensure the protection of confidential and personal health information (PHI). The program evaluator shall develop and send evaluation reports to DPH on the required reporting schedule.

**4.** **WORK PLAN**

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

The applicant organization must prepare a detailed work plan for the contract period. At a minimum the work plan should:

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

**5. Financial Expectations**

1. **Financial Controls Procedures**

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

1. **Audited Financial Statements**

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

**6. Budget Expectations**

1. Fiscal Competitiveness

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

1. Budget Narrative and Budget

The proposal must contain an itemized budget with justification for each line item on the budget forms included in the Application.

1. For an itemized budget, include brief description of staff, number of hours per week expected to work, and hourly rates for staff funded through this proposal.
2. For an itemized budget, all costs (travel, printing, supplies, etc.) must be included in the proposal. Competitiveness of the budget will be considered as part of the proposal review process and the administrative cap is 15%.
3. For an itemized budget please complete and attach the budget summary and budget justification forms in Attachments Section VI. Application Forms. Add pages to the required forms as needed in the format provided.
4. The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or State government. Such taxes must not be included in contract prices.
5. The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as “not to exceed” quotations against which time and expenses will be charged.
6. The proposed budget is subject to change during the contract award negotiations based on availability of funds.

## D. Performance Measures

The following performance metrics highlight key priorities that will be analyzed with selected proposer collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to DPH. DPH looks forward to working with providers/vendors to define additional important performance metrics.

|  |  |
| --- | --- |
| **Outcomes** | **Measures** |
| CBO Logic Models | Logic Model includes Inputs, Strategies and Activities, Short-Term Outcomes, Intermediate Outcomes, and Long-Term Outcomes. |
| CBO Evaluation Plans | Evaluation Plan includes performance measure data that is collected and analyzed by activity, relevant priority group, and accountability targets. The Evaluation Plan includes a process evaluation to assess program implementation, improve performance, and measure progress toward outcomes. |
| CBO Evaluation Reports | Evaluation Report outlines how activities described in the Evaluation Plan were implemented and achieved. |
| CBO Evaluation Dissemination Plans | Evaluation Dissemination Plans outlines how and when the evaluation results will be shared and with which program stakeholders. |

## E. Contract Management and Data Reporting

As part of the State’s commitment to becoming more outcomes-oriented, DPH, seeks to actively and regularly collaborate with providers/vendors to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, DPH reserves the right to request/collect other key data and metrics from selected proposer.

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

* Participate in monthly meetings with DPH to report on progress and discuss any issues that may have arisen.
* Provide written quarterly written narratives corresponding to expectations in the contract including work plan updates.
* Participate in meetings with funded CBO’s program staffs.
* Participate in meetings with DPH and contracted staffs managing the funded programs’ contracts.

|  |
| --- |
| SECTION III. PROPOSAL SUBMISSION OVERVIEW |

## A. Submission Format Information

**1. Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.

**2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by DPH in the Appendices.

The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of the provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

**3. Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.

**4. Executive Summary.** Proposals must include a high-level summary, not exceeding 2 pages of the main proposal and cost proposal. The summary must also include the organization’s eligibility and qualifications to respond to this RFP.

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

**6. Style Requirements.** *THIS IS AN ELECTRONIC SUBMISSION.*

 Submitted proposals must conform to the following specifications:

* Paper Size: 8 ½ x 11
* Page Limit: 1–2-page limit Executive Summary, 12-page limit Main Proposal Components, this does not include Required Forms and Attachments
* Font Size: No smaller than 11-point type
* Font Type: Easily readable (e.g. Arial, Times New Roman, Verdana)
* Margins: No less than 1” top, bottom, left and right margins
* Line Spacing: 1.5 line spacing

**7. Pagination.** The proposer’s name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

1. **Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL in the Application Forms VI prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).
2. **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. DPH will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: “[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”*

## B. Evaluation of Proposals

**1.** **Evaluation Process.** It is the intent of 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, DPH will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State’s Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.

**2. Evaluation Review Committee.** DPH will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Commissioner of DPH will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.

**3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. DPH will reject any proposal that deviates significantly from the requirements of this RFP.

**4. Evaluation Criteria (and Percent Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The percent weights are disclosed below.

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

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

**5. Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with DPH. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at DPH’s discretion, about the outcome of the evaluation and proposer selection process. DPH reserves the right to decline to award contracts for activities in which the Commissioner considers there are not adequate respondents.

**6. Debriefing.** Within ten (10) days of receiving notification from DPH, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered “day one” of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with DPH to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. DPH may schedule and hold the debriefing meeting within fifteen (15) days of the request. DPH 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 DPH’s competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Commissioner. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after DPH 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 DPH 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 DPH’s contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and DPH website.

|  |
| --- |
| SECTION IV. REQUIRED PROPOSAL OUTLINE AND REQUIREMENTS FOR SUBMISSION |

All items must be completed for proposal to be considered.

**A. Cover Sheet**

**B. Table of Contents**

**C. Executive Summary**

**D. Main Proposal**

**E. Attachments** (clearly referenced to summary and main proposal where applicable)

**F. Declaration of Confidential Information**

**G. Conflict of Interest - Disclosure Statement**

**H. Statement of Assurances**

## A: Cover Sheet

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

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

*Legal Name* is defined as the name of provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

## B: Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

## C: Executive Summary

The page limitation for this section is 1-2 pages briefly describing how the Respondent meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

## D: Main Proposal Submission Requirements To Submit a Responsive Proposal

**\*\*\*Please note the maximum total page length for this section is** 12 pages (all appendices and other attachments should be referred to in this subsection D and then placed in subsection E (attachments)). DPH Review Committee will not read answers longer than 12 pages in this section.

1. **Organizational Profile** **(10%)**
2. Overview of the history and structure of the organization
	* + Purpose, Mission, Vision, and History of Organization
		+ Entity Type / Parent Organization / Years of Operation
		+ Location of Offices / Facilities
		+ Accreditation / Certification / Licensure
	* How this proposal will fit into the organization’s overall mission and meet the intent of this RFP
	* History of past affiliation with Evaluation Programs
	* Name, title, address, telephone, and fax numbers of staff persons responsible for **the completion and submittal of contract and legal documents/forms, program** progress reports, and financial expenditure reports. Please note that the Form pages one and two will be located under subsection A of this proposal outline.
	* Indicate whether DPH is incorporated, the type of agency applying for funding, the fiscal year for the proposed agency, federal ID number and/or town code, Medicaid number, and if registered as a Connecticut Minority Business Enterprise and /or Women Business Enterprise
3. **Scope of Services (30%)**

**Evaluation of Funded Community-based Organizations Implementing Strategies**  **for Prevention and Intervention of Firearm Injury, Disability, and Death**

* Must describe how program activities will be evaluated through drafting and updating an annual Evaluation Plan. Include activities to address the key evaluation questions, outcomes, and required performance measures outlined above.
* Must describe how you will draft an annual Evaluation Report that outlines how you achieved the activities described in the Evaluation Plan.
* Must describe how you will implement the Evaluation Plan that includes detailed description of evaluation activities, how you will engage the CBOs, and any other related activities you plan to accomplish with each of the CBOs and with the DPH.

**3. Staffing Plan** **(15%)**

1. **Key Personnel/Managers/Staff Assigned**

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

The proposer must describe the administrative structure and oversight for the program. Identify the coordinator/supervisor and key personnel that will comprise the program and the staff assigned, including the extent to which they have the appropriate training and experience to perform assigned duties. The Proposer must complete and attach the Position Schedule 2a in Application Forms and Attachments Section VI. (Attach resumes and job descriptions for all staff assigned to this proposal as appendices).

1. **Staffing Level and Demographics of Organization Work Force**

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

1. **Organizational Chart**

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

1. **Subcontractors:**

For subcontractors, specify the following information for each one:

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

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

1. **Data and Technology (10%)**

Successful proposers will clearly describe experience in the following criteria:

1. **E-Mail / Internet Capabilities**

Define current capabilities as well as system restrictions. Proposers must describe access to and describe access to email and the internet for the purposes of data collection and record reporting, as well as for any required or recommended DPH webinars and teleconferences. They must have the ability to schedule and manage meetings using a variety of virtual platforms for remote/hybrid meetings.

1. **IT Infrastructure / Hardware & Software Quality**

Describe your current operating system, including the indication of any staff assigned to IT management.

1. **Data Collection / Storage / Reporting**

Describe your ability to collect and analyze evaluation data, and to send reports to DPH.

1. **Work Plan (20%)**

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

The applicant organization must prepare a detailed work plan for the contract period .

At a minimum the work plan should:

• Describe major strategies and activities to be conducted to meet the proposed program outcomes.

• List objectives that are SMART during the contract period.

• Provide a timeline that identifies key activities and assigns approximate dates for inception and completion.

• Describe any collaborations that will be utilized to assist in carrying out the proposed activities.

• Describe staff and administrative roles and functions to support implementation of the award, including subcontractor roles assessment, and evaluation and implementation functions.

Request may be made to update workplan on a yearly basis as part of contract negotiations.

**6. Financial and Budget (15%)**

1. **Financial Profile and Expectations (5%)**
* Annual Budget and Revenues
* Financial Control Procedures
* Revenue Generation / Billing / Third Party Reimbursement
* History of Violations (financial or programming)
* Audited Financial Statements for the last 2 years

**b. Budget Expectations (10%)**

Budget Narrative and Itemized Budget

* Include itemized budget. Complete and attach the budget summary and justification forms (See Application Forms and Appendices Section VI).
* Include subcontractors cost
* Include copies of state set aside certifications for small and/or minority business (not counted in page count).
1. **Attachments-** (See Application Forms and Appendices Section VI)
2. **Appendices**

a. Job descriptions

b. Staff / Resumes

c. Organizational Chart

1. Audited Financial Statements

## E: Attachments

Attachments other than the required attachments identified are not permitted and will not be evaluated. See the Proposal Checklist in Section VI for a list of relevant attachments. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.

## F: Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

## G: Conflict of Interest – Disclosure Statement

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

## H: Statement of Assurances

Sign and return the State of Assurances found in Section VI.

|  |
| --- |
| SECTION V. MANDATORY PROVISIONS |

## A. Standard Contract Provisions

If awarded a contract under this RFP, the resulting contract will contain, including but not limited to, the Department’s PSA standard terms and conditions as well as the State’s mandated provisions for this type of service in compliance with state and federal law. Proposers may access the [Comptroller’s Office PSA Terms and Conditions](https://www.osc.ct.gov/vendor/rfps/2005/hbcs/AttachmentIItermsandconditions.xls), which includes generic state contract requirements.

## B. Assurances

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

**1. Collusion.**The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer’s proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

**2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. DPH may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

**3. Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

**4. Validity of Proposal.**The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, DPH 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 DPH 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. The selected proposer will also be required to comply with all CHRO requirements as applicable.

**2. Preparation Expenses.**Neither the State nor DPH 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.** DPH 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, DPH may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by DPH, 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 DPH. DPH 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 DPH. At its sole discretion, DPH 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 DPH, 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. DPH 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, DPH 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 DPH 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 DPH 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 DPH 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 DPH.

**2. Amending or Canceling RFP.**DPH reserves the right to amend or cancel this RFP on any date and at any time, if DPH 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, DPH may reopen the procurement process, if it is determined to be in the best interests of the State.

**4. Award and Rejection of Proposals.**DPH reserves the right to award in part or 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. DPH may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. DPH 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.**DPH reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. DPH further reserves the right to contract with one or more proposers for such services. After reviewing the scored criteria, DPH may seek Best and Final Offers (BFO) on cost from proposers. DPH may set parameters on any BFOs received.

**7. Clerical Errors in Award.**DPH 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 DPH is the sole funder of a purchased service, DPH reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. DPH also reserves the right to approve replacements for key personnel who have terminated employment. DPH 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 DPH.

## E. Statutory and Regulatory Compliance

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

**1. Freedom of Information, C.G.S. § 1-210(b).**The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State’s FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

**2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

**3. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. § 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

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

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

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

**6. Iran Energy Investment Certification C.G.S. § 4-252a.** Pursuant to C.G.S. § 4-

252a, the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

**7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

**8.** **Access to Data for State Auditors**. The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

**9. State Business-Related Call Center and Customer Service Work:** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Grantee shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Grantee performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Grantee shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

**10. Compliance with Consumer Data Privacy and Online Monitoring:** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

|  |
| --- |
| SECTION VI. APPLICATION FORMS AND APPENDICES |

##  A. Abbreviations / Acronyms / Definitions

BFO Best and Final Offer

CBO Community Based Organization

C.G.S. Connecticut General Statutes

CHRO Commission on Human Rights and Opportunity (CT)

CT Connecticut

DAS Department of Administrative Services (CT)

FOIA Freedom of Information Act (CT)

IRS Internal Revenue Service (US)

LOI Letter of Intent

OAG Office of the Attorney General

OPM Office of Policy and Management (CT)

OSC Office of the State Comptroller (CT)

PSA Personal Service Agreement

P.A. Public Act (CT)

RFP Request For Proposal

SEEC State Elections Enforcement Commission (CT)

U.S. United States

* **Asset Map:** provides information about the strengths and resources of a community and can help uncover solutions. Community strengths and resources are inventoried and depicted in a map.
* **DPH:** the Connecticut Department of Public Health, otherwise known as the “Agency”.
* **Commission on Community Gun Violence Intervention and Prevention**: a statewide multi-disciplinary Commission required by Connecticut Public Act 22-118: Sec. 81., which is chaired by DPH Commissioner and meets quarterly.
* **Contractor:** a private provider organization, CT State agency, or municipality that enters into a POS contract with DPH as a result of this RFP.
* **Evaluation Dissemination Plan:** products or activities that are designed to monitor and document the impact of the evaluation and the associated knowledge products. .
* **Evaluation Plan:** document completed toward the beginning of the project that includes the objectives of the program evaluation, the approach to be used in conducting the program evaluation, the questions that will be answered, and the information that will be collected to answer these questions.
* **Office of Firearm Injury Prevention (OFIP):** new DPH Office being set up since July 2022 as required by CT Public Act 22-118: Sec. 80.
* **Outcome Evaluation:** measures program effects in the target population by assessing the progress in the outcomes that the program is to address.
* **Performance measures:** reflect system, program, activity, and individual-level data. **Data collection:** systems should focus on sharing data across systems and organizations and gathering information on individuals served.
* **Process Evaluation:** determines whether program activities have been implemented as intended and resulted in certain outputs.
* **Proposer**: a private provider organization, nonprofit organization, CT State agency, or municipality, college or university academic program or unit that has submitted a proposal to DPH in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.
* **Prospective Proposer:** a private provider organization, nonprofit organization CT State agency, or municipality that may submit a proposal to DPH in response to this RFP but has not yet done so.
* **Subcontractor**: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a PSA with DPH as a result of this RFP.

## B. Statement of Assurances

Connecticut Department of Public Health

The undersigned Respondent affirms and declares that:

1. **General**
2. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
3. The Respondent will deliver services to DPH the cost proposed in the RFP and within the timeframes therein.
4. The Respondent will seek prior approval from DPH before making any changes to the location of services, if applicable.
5. Neither the Respondent nor any official of the organization or any subcontractor the Respondent of any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
6. Neither the Respondent nor any official of the organization or any subcontractor to the Respondent of any official of the subcontractor’s organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory Date

## C. Proposal Checklist

To assist respondents in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFP. Please note that this document does not supersede what is stated in the RFP. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections III, IV, and V of this RFP) for more comprehensive detail. **This is a tool for proposers to use.** It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

|  |
| --- |
| **Procurement Timetable**DPH reserves the right to modify these dates at its sole discretion. |
| Item | Action | Date |
| 1 | RFP Released | Tuesday May 7, 2024 |
| 2 | Letter of Intent Due  | Monday May 13, 2024 |
| 3 | Deadline for Questions | Friday May 17, 2024 |
| 4 | Answers Released | Friday May 24, 2024 |
| 5 | Proposals Due | Friday June 7, 2024, 12:00 PM EST |
| 6 | (\*) Proposer Selection | Friday June 28, 2024 |
| 7 | (\*) Start of Contract Negotiations  | July 1, 2024 |
| 8 | (\*) Start of Contract | November 1 ,2024 |

 Dates after the due date for proposals (“Proposals Due”) are non-binding target dates only (\*)

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

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

**Proposal Content Checklist**

☐ **Cover Sheet** including required information:

* RFP Name or Number
* Legal Name
* FEIN
* Street Address
* Town/City/State/Zip
* Contact Person
* Title
* Phone Number
* E-Mail Address
* Authorized Official
* Title
* Signature

☐ **Table of Contents**

☐ **Executive Summary**: high-level summary of proposal and cost

☐ **Main proposal body answering all questions with relevant attachments**.

☐ **IRS Determination Letter** (for nonprofit proposers)

☐ **Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for proposers whose organizations have been incorporated for less than two years.

☐ **Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.

☐ **Conflict of Interest Disclosure Statement**

☐ **Statement of Assurances**

☐ **Application Forms and Appendices**

**Formatting Checklist**

☐ Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?

☐ Is the main body of the proposal within the page limit (12 pages)?

☐ Is the proposal in easily readable font, such as Times New Roman, Arial, or Verdana, and no smaller than 11-pt font

☐ Does the proposal format follow normal (1 inch) margins and 1 ½ line spacing?

☐ Does the proposer’s name appear in the header of each page?

☐ Does the proposal include page numbers in the footer?

☐ Are confidential labels applied to sensitive information (if applicable)?

## Additional Appendices Checklist

☐ Job descriptions

☐ Staff / Resumes

☐ Organizational Chart

|  |
| --- |
| **VI. APPLICATION FORMS AND ATTACHMENTS** |

⏹ **A. APPLICATION FORMS:** *The information and forms included in this section are required for submission of a proposal. The included forms must be completed and included in the proposal submission as applicable.*

1. Cover Sheet
2. Applicant Information Form (continuation)
3. Budget Summary Instructions
4. Budget Summary Form
5. Budget Justification Schedule B Form
6. Position Schedule #2a Form
7. Subcontractor Schedule A Detail Form
8. Work Plan Form
9. Notification to Bidders

The remainder of this page is intentionally blank

|  |
| --- |
| **VI. APPLICATION FORMS** |

**COVER SHEET**

**REQUEST FOR PROPOSAL**

**RFP DPH Log# 20##-####**

**Program Name**

**CONNECTICUT DEPARTMENT OF PUBLIC HEALTH**

**Applicant Information**

Applicant Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Legal Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City/Town State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone No. FAX No. Email Address

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL PROGRAM COST:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 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:

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

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

**Applicant Information Form (continuation)**

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

**Contract and Legal Documents/Forms:**

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

**Program Progress Reports:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  Name |  Title |  Tel. No. |
|  |  |  |
|  Street |  **Town** |  Zip Code |
|  |  |
|  Email |  Fax No. |

**Financial Expenditure Reporting Forms:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  Name |  Title |  Tel. No. |
|  |  |  |
|  Street |  Town |  Zip Code |
|  |  |
|  Email |  Fax No, |
| **Incorporated:** [ ] YES [ ] NO | **Agency Fiscal Year:** |  |
|  |
| **Type of Agency: [ ]** Public **[ ]** Private  **[ ]** Other, Explain: |  |
|  |  |
|  **[ ]** Profit  **[ ]** Non-Profit |  |
| **Federal Employer I.D. Number:** |  | **Town Code No:** |       |
| **Medicaid Provider Status:** [ ] YES[ ] NO | **Medicaid Number:** |  |
| **Minority Business Enterprise (MBE): [ ]** YES **[ ]** NO |
| **Women Business Enterprise (WBE): [ ]** YES **[ ]** NO  |

**Budget Summary Instructions**

* 1. **Position Schedule #2a**
		1. Complete the schedule for all positions to be funded even if currently vacant.
		2. Complete one Position Schedule #2a for each Program/Fund to be included in the Budget.
	2. **Personnel** (lines #1 - #2)
		1. Line #1 **Salary and Wages:** Enter the total salary charged, as listed on Position Schedule 2a.
		2. Line #2 **Fringe Benefits Line:** Enter the total fringe benefits charged, as listed on Position Schedule 2a.
	3. Line #8 **Contractual (Subcontracts):**  Provide the total of all subcontracts and complete Subcontractor Schedule.
	4. Lines #3 - #7, #9, and #10: Complete categories as appropriate,
	5. Line #11: Other Expenses are any other types of expense that do not fit into the categories listed.

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

* 1. **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.**
	2. **Administrative and General Costs,** Line Item #12
		1. Are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: <http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm>.
		2. **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.
	3. **Other Program Income** list any other program income, if appropriate, such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.
	4. **Multiple Funding Period Contracts:** Please complete a full budget for each Funding Period of the contract, clearly indicating the Period on each form. Absent other instructions, assume level funding for the second year.

**Budget Justification Schedule B**

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

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

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

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

**Subcontractor Schedule A--Detail**

* 1. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor “A” is providing services to both program there must be a separate budget for Subcontractor “A” for each.
	2. Detail of Each Subcontractor:
		1. 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.

* + 1. Choose whether the subcontractor is a minority or woman owned abusiness:
		2. [ ]  MBE [ ]  WBE [ ]  Neither
		3. Provide the detail for each subcontract just as for the primary contract budget referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

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

**Contractor Name, Contract Number**

**FUNDING PERIOD: 99/99/9999 to 99/99/9999**

**Contract Period: Contract Start Date to Contract End Date**

**Budget Summary**

|  |  |  |  |
| --- | --- | --- | --- |
| **Program:** | **Name** | **Name** | Total |
| **Fund:** | **SID** | **SID** |  |
|  |  |  |  |
| **1. Salaries & Wages** |  |  |       |
| **2. Fringe Benefits** |  |  |       |
| **3. Contractual (Sub-Contracts)\*\*** |  |  |       |
| **4. Transportation** |  |  |       |
| **5. Materials & Supplies** |  |  |       |
| **6. Facilities** |  |  |       |
| **7. Capital Expenses (>$5,000)** |       |  |       |
| **8. Client Subsidies** |  |  |  |
| **9. Other Expenses (list)** |  |  |       |
| **a.**  |  |  |       |
| **b.** |  |  |       |
| **c.** |  |  |       |
| **d.** |  |  |       |
| **e.** |  |  |       |
| **f.** |  |  |       |
| **g.** |  |  |       |
| **h.** |  |  |       |
| **i.** |  |  |       |
| **12. Administrative and General Costs** |  |  |       |
| **Total DPH Grant** |  |  |       |
|  |  |  |  |
| **Other Program Income** |  |  |       |
|  |  |  |       |
|  |  |  |       |
|  |  |  |       |

\*\*Complete Sub-contractor Schedule A

**Contractor Name, Contract Number**

**FUNDING PERIOD: 99/99/9999 to 99/99/9999**

**Contract Period: Contract Start Date to Contract End Date**

**Budget Justification Schedule B**

**Program/Site:**

|  |  |  |
| --- | --- | --- |
| **Line Item (Description)** | **Amount** | **Justification including Breakdown of Costs** |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

**Contractor Name, Contract Number**

**FUNDING PERIOD: 99/99/9999 to 99/99/9999**

**Contract Period: Contract Start Date to Contract End Date**

**Position Schedule #2a**

**Program/Fund**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Position Description and Staff Person Assigned** | **Site/ Location** | **Hours wk/ wks per Year** | **Hourly Rate** | **Total Salary Charged** | **Fringe Benefit Rate %** | **Total Fringe Benefits** |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| 1. Position:

Name:       |       |      /      |       |       |      % |       |
| **Totals** |  |  |  |       |  |       |

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

**Subcontractor Schedule A-Detail**

**Contractor Name, Contract Number**

**BUDGET PERIOD: 99/99/9999 to 99/99/9999**

**Contract Period: Contract Start Date to Contract End**

**#1**

Subcontractor Name:

Address:

Telephone: (     ) (     -     )

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

Indicate One: [ ]  MBE [ ]  WBE [ ]  Neither

|  |  |  |  |
| --- | --- | --- | --- |
| **Program:** | **Name** | **Name** | **Total** |
| **Fund:** | **SID** | **SID** |  |
| Line Item(s) |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total Subcontract Amount:** |  |  |  |

**#2**

Subcontractor Name:

Address:

Telephone: (     ) (     -     )

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

Indicate One: [ ]  MBE [ ]  WBE [ ]  Neither

|  |  |  |  |
| --- | --- | --- | --- |
| **Program:** | **Name** | **Name** | **Total** |
| **Fund:** | **SID** | **SID** |  |
| Line Item(s) |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total Subcontract Amount:** |  |  |  |

**#3**

Subcontractor Name:

Address:

Telephone: (     ) (     -     )

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

Indicate One: [ ]  MBE [ ]  WBE [ ]  Neither

|  |  |  |  |
| --- | --- | --- | --- |
| **Program:** | **Name** | **Name** | **Total** |
| **Fund:** | **SID** | **SID** |  |
| Line Item(s) |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total Subcontract Amount:** |  |  |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Services to be Provided | Activities | Staff Position(s) Responsible | Timeframe for Completion |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**NOTIFICATION TO BIDDERS**

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

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the 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 4-114a-1 (10) of the Contract Compliance Regulations.

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

1. the bidder’s success in implementing an affirmative action plan;
2. the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
3. the bidder’s promise to develop and implement a successful affirmative action plan;
4. the bidder’s submission of EEO-1 data indicating the composition of it’s work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
5. the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a-3 (10) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment form below and return signed page to Awarding Agency along with bid proposal. Please retain a copy for your files.

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

 Signature Date

on behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract No.: #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Letter of Award:\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Nondiscrimination Certification Instructions
2. Nondiscrimination Certification
3. False Claims Act Notification
4. False Claims Act Policy
5. False Claims Act Procedure
6. SEEC Form 11

The remainder of this page is intentionally blank

|  |
| --- |
| **Nondiscrimination Certification Instructions** |
| The governing body of your **corporation, company, or entity** must adopt policies **and/or** pass a resolution adopting and supporting nondiscrimination agreements and warrantees as indicated in the *attached* Certification form. If an **individual**, you must certify that you will adhere to the required nondiscrimination agreements and warrantees, as indicated in the *attached* Certification form. |
|

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

 |
| IMPORTANT |
| Name of Signer must be typed **exactly** the same at the beginning of Document as at the end of the Document. Signature must match typed name **exactly.** |
| It is **not** necessary to have the form notarized unless an area for such appears on the form. Notarization is required, however, if so indicated on the form. The requirement for notarization exists for contracts including funding in excess of $50,000 per year. The enclosed form is an official document approved by the Connecticut Office of Attorney General. Substitute documents are not acceptable. |
| **Any type of correction fluid or tape is not acceptable! \*\*\*** |
|  |
| **\*\*\*** We can supply additional forms if necessary. |
| cert.instr. 7/10/09 |

|  |  |
| --- | --- |
| A close-up of a logo  Description automatically generated with low confidence | **STATE OF CONNECTICUT Form C****NONDISCRIMINATION CERTIFICATION — Affidavit 7/8/09****By Entity****For Contracts Valued at $50,000 or More** |
|  |  |

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

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| I am |  | of  |  | , an entity  |  |
|  | Signatory’s Title |  | Name of Entity |  |

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

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

|  |  |  |
| --- | --- | --- |
|  |  and that |  |
| Name of Entity |  | Name of Entity |

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Authorized Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Printed Name |  |  |  |
|  |  |  |  |

**Sworn and subscribed to before me on this** \_\_\_\_\_\_ **day of** \_\_\_\_\_\_\_\_\_\_\_\_**, \_\_\_\_\_\_\_\_\_\_\_.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Commissioner of the Superior Court/ Commission Expiration Date**

**Notary Public**

**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.

|  |  |  |
| --- | --- | --- |
| **Logo  Description automatically generated** | **False Claims Act (Policy)** | **PL-CGMS C-001****Revision: 1.0****Effective Date:****05/21/2010** |

|  |  |
| --- | --- |
| **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 |

|  |  |  |
| --- | --- | --- |
| **Logo  Description automatically generated** | **False Claims Act (Policy)** | **PL-CGMS C-001****Revision: 1.0****Effective Date:****05/21/2010** |

1. **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.

1. **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.

1. **Definitions and Acronyms**

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

* 1. **Acronyms**

“CGMS” The Connecticut Department of Public Health, Contracts & Grants Management Section

“Department” The State of Connecticut Department of Public Health

“FCA” False Claims Act

“PFCRA” Program Fraud Civil Remedies Act

* 1. **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.

|  |  |  |
| --- | --- | --- |
| **Logo  Description automatically generated** | **False Claims Act (Policy)** | **PL-CGMS C-001****Revision: 1.0****Effective Date:****05/21/2010** |

1. **Compliance**
	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.

* 1. **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.

* 1. **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.

|  |  |  |
| --- | --- | --- |
| **Logo  Description automatically generated** | **False Claims Act (Procedure)** | **PR-CGMS C-001****Revision: 1.0****Effective Date:****05/21/2010** |

|  |  |
| --- | --- |
| **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 |

|  |  |  |
| --- | --- | --- |
| **Logo  Description automatically generated** | **False Claims Act (Procedure)** | **PR-CGMS C-001****Revision: 1.0****Effective Date:****05/21/2010** |

1. **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.

1. **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.

1. **Definitions and Acronyms**

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

* 1. **Acronyms**

“CGMS” The Connecticut Department of Public Health, Contracts & Grants Management Section

“Department” The State of Connecticut Department of Public Health

“FCA” False Claims Act

“PFCRA” Program Fraud Civil Remedies Act

“POS” Purchase of Service Contract

* 1. **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.

|  |  |  |
| --- | --- | --- |
| **Logo  Description automatically generated** | **False Claims Act (Procedure)** | **PR-CGMS C-001****Revision: 1.0****Effective Date:****05/21/2010** |

1. **Process**
	1. **Dissemination to the Department’s New Employees**
		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.
		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.
	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.

* 1. **Dissemination to Contractors and Qualified Providers**
		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.
		2. Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.
		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. 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.
1. **Records**
	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 aquasi-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 resulting 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.](http://www.ct.gov/seec) Click on the link to “Lobbyist/Contractor Limitations.” |

|  |
| --- |
| **DEFINITIONS** |
| “State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.“Principal of a subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor. |