Procurement Notice

State of Connecticut Department of Social Services Mobile Vans Operated by Free Health Clinics Request for Application Mobile Vans RFA _02020204

The State of Connecticut, Department of Social Services ("Department" or "DSS") in accordance with all requirements stated in this RFA, is seeking submissions from eligible organizations, that operate in Connecticut ("CT) Mobile Vans for Free Health Clinics.

The term of the work shall be 1 year and is anticipated to beging on April 1, 2024 through March 31, 2025.

The Request for Application ("RFA") is available in electronic format on the following websites:

- CTsource Bid Board: https://portal.ct.gov/DAS/CTSource/BidBoard
- Department of Social Services' website at: http://www.ct.gov/dss/rfp

The DSS is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TYY by calling 1-800-671-0737. The DSS reserves the right to reject all proposals or cancel this procurement at any time if deemed in the best interest of the State of Connecticut ("State").

Submissions must be received no later than March 1, 2024 at 2:00 PM Eastern Standard Time

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SECTION I – GENERAL INFORMATION

A. INTRODUCTION

ADA

- **1. RFA Name.** Mobile Vans Operated by Free Health Clinics, Request for Application (Mobile Vans Free Health Clinics _RFA 02022024).
- **2. RFA Summary.** DSS shall provide Capital Grants to support free health clinic/s to repair, upgrade or replace a mobile van.
- **3. Commodity Codes.** The services that the Department wishes to procure through this RFA are as follows:
 - 85000000: Healthcare Services
 - 78000000: Transportation and Storage
 - 80000000: Management and Business Professionals and Administrative Services

The Americans with Disabilities Act of 1990

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DSS	Department of Social Services (CT)
FOIA	Freedom of Information Act (CT)
HUSKY	Healthcare for Uninsured Kids and Youth (AKA the CT Medicaid and CHIP
	Programs)
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
P.A.	Public Act (CT)
POS	Purchase of Service
RFA	Request for Qulaification
TTY	Teletypewriter
TYY	Telecommunications Relay Services permit persons with a hearing or speech disability
	to use the telephone system via a text telephone or other device to call persons with
	or without such disabilities.
U.S.	United States

- <u>Capital Grant:</u> A long-term, capital-intensive investment to build upon, add to, or improve a capital asset.
- <u>Free Health Clinic</u>: A free clinic is a private, nonprofit, community-based organization based in Connecticut that provides medical care at little or no charge to low-income, uninsured or underinsured persons.

- Mobile Van: A mobile medical van that offers a medical space for non-urgent medical needs.
- **Private Provider Organizations:** As per the requirements of this RFA are defined as non-state entities that are either nonprofit or proprietary corporations or partnerships.
- <u>Proposal Submission("Submission")</u>: All material prepared and assembled by a Respondent, and which the Respondent submits in response to this RFA.
- **Respondent:** A private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFA. RFA.
- <u>ProspectiveRespondent:</u> A private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFA but has not yet done so.
- <u>Subcontract</u>: Any separate agreement or contract between the Contractor and an individual, other than an employee of the Contractor or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- <u>Subcontractor</u>: An individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Agency because of this RFA.

C. INSTRUCTIONS

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

Name: Anila Ceka

Address: 55 Farmington Avenue, Hartford, CT 06105

E-Mail: DSS.Procurement@ct.gov

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

- **2. RFA Information.** The RFA, addenda to the RFA, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:
 - Department's RFA Web Page at: http://www.ct.gov/dss/rfp
 - CTsource Bid Board at: https://portal.ct.gov/DAS/CTSource/BidBoard

It is strongly recommended that any respondent or prospective respondent interested in this procurement check the CTsource Bid Board for any solicitation changes. Interested respondents 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 RFA

3. Registering with State Contracting Portal. It is strongly recommended that Respondents register with the State of CT contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered.

Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which shall be checked by the Agency contact.

- Secretary of State recognition Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1)
- **4. Contract awards.** The award of any contract pursuant to this RFA is dependent upon the availability of funding to the Department. The Department anticipates the following:
- **5. Number of Contracts**: Based on number of qualified applicants and funding available. <u>Anticipated Contract term:</u> The term of the contract shall be for 1 year and is anticipated to begin on April 1, 2024 through March 31, 2025.
- 6. Eligibility:
 - a. Must be a Private, Not-for-profit organization based in Connecticut
 - b. Must be a Free Health Clinic that operates a Mobile Van providing free health services within the State of Connecticut.
 - c. Must not receive insurance or third party reimbursement for health services provided.
- **7. Minimum Qualifications of Respondents**. To qualify for a contact award, a Respondent must have the following minimum qualifications:
 - a. Must be licensed to operate a free health clinic in the state of Connecticut;
 - b. Must have at least five-years experience operating a free health clinic with a mobile van to support health clinic mission;
 - c. Must have a mobile van that is in need or repair, upgrade or replacement.

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

7. **Procurement Schedule.** Dates after the due date for submissions ("Submission Due") are target dates only (*). The Department may amend the schedule, as needed. Any change shall be made by means of an addendum to this RFA and shall be posted on the State Contracting Portal and the Department's RFA Web Page.

Milestones	Ending Dates
RFA Released	February 2, 2024
Deadline for Questions Due 4:00 PM Eastern Standard Time	February 7, 2024
(*)Responses to Questions	February 15, 2024
Proposals Due by 2:00 PM Eastern Standard Time	March 1, 2024
(*) Start of Contract (Implementation)	April 1, 2024

8. Inquiry Procedures. All questions regarding this RFA or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions shall not be

accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline shall be answered. However, the Department shall not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFA or the procurement process shall not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers shall be compiled into a written addendum to this RFA. If any answer to any question constitutes a material change to the RFA, the question and answer shall be placed at the beginning of the addendum and noted as such. The agency shall release the answers to questions on the date established in the Procurement Schedule. The Department shall publish all amendments and addenda to this RFA on the State Contracting Portal and on the Department's RFA Web Page. Submissions must include a signed Addendum Acknowledgement, which shall be placed at the end of all addenda to this RFA.

9. Submission Due-Date and Time.

The Official Contact is the only authorized recipient of proposals submitted in response to this RFA. Proposals <u>must</u> be <u>received</u> by the Official Contact on or before the due date and time

• **Due Date:** March 1, 2024

• **Time:** 2:00 PM Eastern Standard Time

The submission of the electronic copy of the proposal must be emailed to the Official Agency Contact for this RFA to **DSS.Procurement@ct.gov**.

The subject line of the email must read: Mobile Vans Operated by Free Health Clinics

Submissions received after the due date and time shall be ineligible and shall not be evaluated. The Department shall send an official letter alerting late respondents of ineligibility.

THIS IS AN ELECTRONIC SUBMISSION. Please be aware of the amount of time it may take for an electronic submission to be sent from one server and accepted by another server. Each file sent to the Official Contact, shall not be larger than 35 MB per e-mail.

An acceptable submission must include the following:

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

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Committee. Unsigned submissions shall not be evaluated.

The electronic copies of the proposal shall be compatible with Microsoft Office Word except for the Budget and Budget Justification, which may be compatible with Microsoft Office Excel. Only the required Forms identified in the RFA may be submitted in Portable Document Format (PDF) or similar file format.

- **10. Multiple Proposals.** The submission of multiple proposals is not an option with this procurement.
- 11. Claim of Exemption from Disclosure. Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat. §§ 1-200 et seq. (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or

portions of documents required by this request, procurement, or contract is exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. In Section IV of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is in the proposal.

For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite to the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in Section 1 210(b)(5)(A) and show how all the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

12.Conflict of Interest - Disclosure Statement. Respondents must include a disclosure statement concerning any current business relationships (within the past three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the respondent 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 respondent tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department shall determine whether any disclosed conflict of interest poses a substantial advantage to the respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a respondent must affirm such in the disclosure statement: "[name of respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."

D. PROPOSAL FORMAT

- 1. Required Outline. All proposals must follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline shall be deemed, at the discretion of the Department, non-responsive and not evaluated.
- **2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents must complete and use the **Cover Sheet** form, which is embedded in this section as a hyperlink.
- **3. Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
- **4. Executive Summary.** Proposals must include a high-level summary not exceeding two pages of the main proposal and cost proposal. The executive summary must provide a summarization of the services being offered to meet the Department's needs, the Respondent's approach to providing these services, and why this approach is in the best interest of the Department. The summary must also include the organization's eligibility and qualifications to respond to this RFA.
- **5. Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and shall 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 RFA. Failure to abide by these instructions shall result in disqualification.
- **6. Style Requirements. THIS IS AN ELECTRONIC SUBMISSION.** Submitted proposals <u>must</u> conform to the following specifications:

Paper Size: Generally, 8½" x 11" in "portrait" orientation. Optionally key graphics,

diagrams and flow charts can use 11" x 17" in "landscape" orientation.

Page Limit: Based on Section IV. Proposal Outline

Print Style: 1 sided.

Font Size: Minimum of 11-point. Font Type: Arial or Tahoma.

Margins: The binding of all edge margin (top, bottom, right, and left) of all pages shall

be a minimum of one and inch (1").

Line Spacing: Single-spaced

7. Pagination. The respondent's name must be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, must be numbered consecutively in the footer.

E. EVALUATION OF SUBMISSIONS

- 1. Evaluation Process. It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFA. When evaluating proposals, negotiating with successful respondents, and offering the right to negotiate a contract, the Department shall conform with its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions shall be determined during contract negotiation.
- 2. Evaluation Committee. The Department shall designate an Evaluation Committee to evaluate proposals submitted in response to this RFA. The Evaluation Committee shall be composed of individuals, Department staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, shall be shared with the Evaluation Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) shall be reviewed, rated, and scored. Proposals that fail to comply with all instructions shall be rejected without further consideration. The Evaluation Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make a recommendation for an award. The Commissioner of DSS, shall make the final selection. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Committee may result in disqualification of the Respondent.
- **3. Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFA. To be eligible for evaluation, submissions must (1) be received on or before the due date and time; (2) meet the Submission Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements shall not be reviewed further. The Department shall reject any proposal that deviates significantly from the requirements of this RFA.
- **4. Evaluation Criteria and Weights.** Proposal submissions meeting the Minimum Submission Requirements shall be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team shall use to evaluate the proposals. The weights of all requirements are below. Only the criteria listed below shall be used to evaluate proposal submissions:
 - a. Entity Type and Years in operating a Free Health Clinic with a mobile van to support health clinic mission. 25 Points
 - b. Number of individuals served by the mobil van for the last two calander years 25 Points
 - c. Geographic area served by the mobil van 25 Points
 - d. Budget requirements 25 Points

- 5. Respondent Selection. Upon completing its evaluation of proposals, the Review Committee shall submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful respondent is at the discretion of the Commissioner or Agency Head. Any respondent selected shall be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but shall not automatically, result in a contract. Any resulting contract shall be posted on the State Contracting Portal. All unsuccessful respondent s shall be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and respondent selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.
- **6. Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful respondent s may contact the Official Contact and request information about the evaluation and respondent selection process. The e-mail sent date or the postmark date on the notification envelope shall be considered "day one" of the ten (10) days. If unsuccessful respondent s still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting shall not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency shall not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 8. Appeal Process. Respondent s may appeal any aspect the Agency's competitive procurement, including the evaluation and respondent selection process. Any such appeal must be submitted to the Agency head. A respondent may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful respondent s about the outcome of the evaluation and respondent selection process. The e-mail sent date or the postmark date on the notification envelope shall be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- **8. Contract Execution**. Any contract developed and executed as a result of this RFA is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts shall be posted on State Contracting Portal and the Agency website.

SECTION II - MANDATORY PROVISIONS

A. POS STANDARD CONTRACT, PARTS I AND II

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

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

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: https://portal.ct.gov/OPM/Fin-POS/Standards/POS-Standard-Contract-Part-II

Note:

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

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

B. ASSURANCES

By submitting a proposal in response to this RFA, a respondent implicitly gives the following assurances:

- 1. Collusion. The respondent represents and warrants that the respondent did not participate in any part of the RFA development process and had no knowledge of the specific contents of the RFA prior to its issuance. The respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the respondent 's proposal. The respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees. The respondent certifies that no elected or appointed official or employee of the State has or shall benefit financially or materially from any contract resulting from this RFA. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the respondent, contractor, or its agents or employees.
- **3. Competitors.** The respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFA. No attempt has been made, or shall be made, by the respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting

competition. The respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

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

C. TERMS AND CONDITIONS

By submitting a submission in response to this RFA, a respondent respondent implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- **2. Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFA.
- **3. Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondent s are liable for any other applicable taxes.
- **4. Proposed Costs.** No cost submissions that are contingent upon a State action shall 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 shall be allowed after submission. While changes are not permitted, the Agency may request and authorize respondents to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the respondent's expense.
- **6. Supplemental Information.** Supplemental information shall not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation shall be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of respondent s invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per respondent.
- **7. Presentation of Supporting Evidence.** If requested by the Agency, a respondent 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 RFA. The Agency may make onsite visits to an operational facility or facilities of a respondent to

- evaluate further the respondent 's capability to perform the duties required by this RFA. At its discretion, the Agency may also check or contact any reference provided by the respondent .
- **8. RFA Is Not An Offer.** Neither this RFA nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document shall represent the entire agreement between the respondent and the Agency and shall supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the respondent or for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

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

- **1. Timing Sequence.** The timing and sequence of events associated with this RFA shall ultimately be determined by the Agency.
- **2. Amending or Canceling RFA.** The Agency reserves the right to amend or cancel this RFA on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- **3.** No Acceptable Proposals. In the event that no acceptable proposals are submitted in response to this RFA, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
- **4. Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFA. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State shall be served. The Agency reserves the right to reject the proposal of any respondent who submits a proposal after the submission date and time.
- **5. Sole Property of the State.** All proposals submitted in response to this RFA 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 RFA shall be the sole property of the State, unless stated otherwise in this RFA or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- **6. Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFA. The Agency further reserves the right to contract with one or more respondent for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from respondent s. The Agency may set parameters on any BFOs received.
- 7. Clerical Errors in Award. The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the respondent.
 - **9. Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also

reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the respondent 's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFA, the respondent 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). Respondent s are generally advised not to include in their proposals any confidential information. If the respondent indicates that certain documentation, as required by this RFA, is submitted in confidence, the State shall endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a respondent 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, C.G.S. § 4a-81. 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 shall 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".

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

7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is

awarded an opportunity to negotiate a contract, the respondent 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) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections of the resulting contract, or (B) signing the resulting Contract or (C) signing the nondiscrimination affirmation on the folliwinf line in the resulting contract

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

SECTION III - SCOPE OF WORK

A. DEPARTMENT OVERVIEW

Department of Social Services

The Department of Social Services ("DSS") delivers and funds a wide range of programs and services as Connecticut's multi-faceted health and human services agency. DSS serves about 1.3 million residents of all ages in all 169 Connecticut cities and towns. DSS supports the basic needs of children, families, older and other adults, including persons with disabilities. Services are delivered through 12 field offices, central administration, and online and phone access options. With service partners, DSS: Provides federal/state food and economic aid, health care coverage, independent living and home care, social work, child support, home-heating aid, protective services for older adults, and more vital service areas.

Supports the health of over 1,000,000 residents through HUSKY Health (Medicaid & Children's Health Insurance Program) in 2021, including medical, dental, behavioral health, prescription medications, long-term services and supports. Helps over 400,000 residents afford food and supports Connecticut's economy with federally funded Supplemental Nutritional Assistance Program (SNAP).

The Department is headed by the Commissioner of Social Services and there are three Deputy Commissioners.

Vision

We envision a Connecticut where all are healthy, secure, and thriving.

Mission

To make a positive impact on the health and well-being of Connecticut's individuals, families, and communities.

Values

- Pride in Public Service
- Excellence and Integrity
- Compassion and Empathy
- Equity and Inclusion
- Racial Justice
- Collaboration and Communication Learning and Innovation

B. PROGRAM OVERVIEW

Per Public Act ("PA") No. 23-204, this funding is to provide support to free health clinics that operate mobile vans, that do not seek insurance reimbursement for services provided by the mobile van, and have a van that is in need of repair, upgrade or replacement.

C. SCOPE OF WORK

This procurement shall identify licensed free health clinics that operate mobile vans that provide free health services within the state of Connecticut, and do not seek insurance or third party reimbursement for those health services.

Services: Specific services to be provided include, but are not limited to medical services provided through a mobile health van. All services provided by be in full compliance with all licensing and scope of practice regulations and laws in the State of Connecticut.

Funding: Funds must be used to upgrade, repair or replace, existing mobile vans. Funding shall be used for the mobile vans and no other purpose. Responsive proposal submissions—shall clearly explain the purpose of the funding for the mobile van(s) and how such funds advance the goals and mission of the free health clinic. Final awards shall be based upon qualified vendors approved budgets. Total funding to support all awarded submissions is \$500,000.00.

Geographic Area/Distribution: Proposal submissions must articulate the geographic area that shall be covered.

Target Population: Target population includes, but is not limited to Connecticut residents in need of free health care services provided through a mobile van. Individuals should be uninsured or under insured and need of free healthcare services.

SECTION IV - REQUIRED PROPOSAL SUBMISSION OUTLINE & REQUIREMENTS

A. Cover Sheet

See RFA Section I.D.2 for information.

B. Table of Contents

See RFA Section I.D.3 for information.

C. Claim of Exemption from Disclosure

See RFA Section I.C.11 for information.

D. Conflict of Interest - Disclosure Statement

See RFA Section LC.12 for information.

E. Executive Summary

See RFA Section I.D.4 for information.

F. Terms and Conditions Declaration

The respondent must state that they can comply and are willing to enter into an agreement under the Terms and Conditions referenced by this RFA.

Any proposed changes to the Terms and Conditions must be specific and described here for them to be considered during contract negotiations. The State shall not accept broad or open-ended statements. It should be noted that if the State determines the proposed changes to be material, it can deem a proposal to be non-compliant and therefore not evaluate it further.

G. Minimum Qualifications of Respondents

The purpose of this subsection is to validate that the respondent meets the minimum criteria for a respondent as per Section I. C. 6. The respondent should list each requirement from Section I. C. 6 and attest their compliance or otherwise and then provide the Department with a way to verify the information, e.g., list projects with references, link to published records to confirm experience.

H. Forms

- Attachments
- Addendum Acknowledgement(s) (if applicable)
 An addendum acknowledgement form is included with each posted addendum.
- Statement of Certification and Assurance (see hyperlink Certification and Assurance)

I. Main Proposal Submission Requirements To Submit A Responsive Proposal Submission.

<u>Numbering of Responses</u>. The Respondent must answer all questions and must include all items requested in the order requested for the Proposal to be considered responsive. Please number each response so that it corresponds to the question number. The response must begin with a restatement of

the question followed by the Respondent's response. A reference to another section shall not suffice, instead, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

1. Technical Proposal

(a) Organization Qualifications

Provide a general overview of your organization and qualifications in response to the requirements of this RFA. Your response should also include the following:

- i. Purpose, Mission, and Vision.
- ii. Entity Type and Years in operating a Free Health Clinic with a mobile van to support health clinic mission. Discuss your expertise in delivering mobile van health services to target population of this RFA.
- iii. Geographic Area include only those applicable to this RFA. Specify the geographic area(s) towns and counties that shall be covered by this RFA.
- iv. Number of indiviuals served for the last two calendar years.
- v. Accreditation, Certification, and/or Licensure held in operating as a free Health Clinic from the Connecticut Department of Public Health.

(b) **Staffing:**

Describe your staffing proposal and capacity to provide culturally and linguistically appropriate services. Provide details on the following:

- i. Staff Recruitment and Retention
- ii. Qualifications and experience of proposed staff for health mobile van services. Provide Job Descriptions and resumes as Attachments.

2. Financial Requirements

(a) Audited Financial Statements

Submit one (1) copy of the Respondent's two (2) most recent annual financial statements prepared by an independent Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles ("GAAP"). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. If audited financial statements for each of the last two (2) fiscal years are not available, the Respondent shall provide comparable statements that shall document the financial stability of the Respondent and include an explanation of the submission of documents other than audited financial statements. The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the Department's assessment of the Respondent's annual financial statements.

(b) Budget and Budget Narrative

Budget submission should include detailed information on how the funding shall be used to repair, upgrade or replace an existing mobile van. Budget submissions must include:

- A detailed inventory items to be fixed or repaired and the cost associated with the repairs if request is for funds to repair a mobil van and must include a formal estimate of the work and cost from a Connecticut manufacturer, automobile repair entity is required for any repair work authorized.
- 2) For submissions requesting funds to upgrade an existing van, a detailed inventory of items to be upgraded and the cost associated with the upgrades including a formal estimate of the work and cost from a Connecticut manufacturer or automobile repair entity is required for any repair or upgrade work authorized.
- 3) Cost breakdown from a qualified dealer if request is for funds to purchase a new van.

Budget narrative shall describe how the funds shall be spent and detail each line-item budget including, but not limited to a brief explanation of each staff position, the number of hours worked and hourly rates.

Note: If subcontractors are used, provide the above narratives for each subcontractor.