



**STATE OF CONNECTICUT  
OFFICE OF HEALTH STRATEGY  
HEALTH SYSTEMS PLANNING UNIT**

**REQUEST FOR QUALIFICATIONS (RFQ)  
#24OHS0002**

**COST AND MARKET IMPACT REVIEW**

The Office of Health Strategy (hereinafter referred to as "OHS") is seeking proposals from qualified respondents offering cost and market share analyses (hereinafter referred to as "Respondent") to support Connecticut's Certificate of Need ("CON") program when a statutorily mandated Cost and Market Impact Review ("CMIR") is required in certain hospital acquisition applications.

OHS is seeking proposals from experienced and qualified Respondents to provide consulting services in support of the CON program and the requirements of Conn. Gen. Stat. § 19a-639f, the CMIR statute. Services consist of conducting a cost and market impact review for certain certificate of need (CON) applications. The State seeks bidders with in-depth knowledge and expertise in the health care market, economics, actuarial studies, and health care costs.

Interested parties are required to submit a proposal per the terms, conditions, requirements, and specifications of this Request for Qualification (RFQ). **The submissions of all Respondents will be compared and evaluated pursuant to the evaluation criteria set forth in this RFQ and one or more Respondents may be selected to provide these services.** Any Respondent selected through this RFQ is expected to be available to begin services immediately after selection and the execution of a contract with OHS. The Respondent may thereafter be engaged by OHS for one or more CMIRs, as needed, in OHS' sole discretion, during the three (3) year period commencing with the date of execution of the contract between OHS and the Respondent. It is expected that selected Respondents will be paid for services rendered for each CMIR for which they are selected on a time and material basis up to the maximum statutory amount.

**Conn. Gen. Stat. § 19a-639f(j) specifies OHS shall submit Respondent's bills for services for a CMIR to the purchaser in the hospital acquisition application, as defined in Conn. Gen. Stat. § 19a-639(d), which purchaser shall pay the bills in an amount not to exceed two hundred thousand dollars per application. OHS will not assume any liability for payment of the contracted amount.**

Responses to this Request for Qualifications must be submitted electronically on or before **May 29, 2024** at 3 PM to OHS General Counsel Antony A. Casagrande at [antony.casagrande@ct.gov](mailto:antony.casagrande@ct.gov).

The State may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the following website: [CTsource Bid Board](#)

Applicable Dates:

<b>RFQ Release Date</b>	<b>04/19/24</b>
<b>Respondents Questions and Clarifications Deadline</b>	<b>05/03/24 at 12 PM EST</b>
<b>Response to Respondent Questions Deadline</b>	<b>05/15/24</b>
<b>Application Due Date:</b>	<b>05/29/24 3 PM EST</b>
<b>Anticipated Issuance of Notice of Award:</b>	<b>06/07/24</b>
<b>Anticipated Period of Performance:</b>	<b>06/14/24 - 06/13/27</b>

# 1 INTRODUCTION AND BACKGROUND

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OHS is seeking proposals from qualified Respondents to conduct statutorily required cost and market impact reviews for certain CON applications. The successful Respondent will share best practices, knowledge, and subject matter expertise on the health care market and associated health care costs.

Conn.Gen.Stat. §19a-639f requires the Office of Health Strategy (OHS) to conduct a comprehensive review of certain Certificate of Need (CON) applications involving the transfer of ownership of a hospital that has the potential to affect healthcare costs or the performance of the healthcare market. Specifically, OHS is obligated to conduct a Cost and Market Impact Review (CMIR) when a CON application proposes a transfer of hospital ownership, and the purchaser is:

- a hospital that had net patient revenue for 2013 in an amount greater than one billion five hundred million dollars (\$1,500,000.00);
- a hospital system that had net patient revenue for 2013 in an amount greater than one billion five hundred million dollars (\$1,500,000.00); or
- any person that is organized or operated for-profit.

Conn. Gen. Stat. § 19a-639f(d) requires that the CMIR “shall examine factors relating to the businesses and relative market positions of the transacting parties” as defined in Conn. Gen. Stat. § 19a-639(d) and may include examination of 12 additional specific factors. These additional factors include, but need not be limited to:

1. *The transacting parties' size and market share within its primary service area, by major service category and within its dispersed service areas;*
2. *the transacting parties' prices for services, including the transacting parties' relative prices compared to other health care providers for the same services in the same market;*
3. *the transacting parties' health status adjusted total medical expense, including the transacting parties' health status adjusted total medical expense compared to that of similar health care providers;*
4. *the quality of the services provided by the transacting parties, including patient experience;*
5. *the transacting parties' cost and cost trends in comparison to total health care expenditures statewide;*
6. *the availability and accessibility of services similar to those provided by each transacting party, or proposed to be provided as a result of the transfer of ownership of a hospital within each transacting party's primary service areas and dispersed service areas;*
7. *the impact of the proposed transfer of ownership of the hospital on competing options for the delivery of health care services within each transacting party's primary service area and dispersed service area including the impact on existing service providers;*

8. *the methods used by the transacting parties to attract patient volume and to recruit or acquire health care professionals or facilities;*
9. *the role of each transacting party in serving at-risk, underserved and government payer patient populations, including those with behavioral, substance use disorder and mental health conditions, within each transacting party's primary service area and dispersed service area;*
10. *the role of each transacting party in providing low margin or negative margin services within each transacting party's primary service area and dispersed service area;*
11. *consumer concerns, including, but not limited to, complaints or other allegations that a transacting party has engaged in any unfair method of competition or any unfair or deceptive act or practice; and*
12. *any other factors that the unit determines to be in the public interest.*

Conn. Gen. Stat. § 19a-639f provides timelines for the series of events associated with the CMIR process, which require OHS to provide notice of initiation of a CMIR, with requests for information from the parties, within 21 days of the CON filing. Transacting parties have 30 days to respond to the requests for information, and after OHS determines compliance with its data requests, it has 90 days to issue a Preliminary Report. The transacting parties may respond to the Preliminary Report within 30 days. After 30 additional days, OHS must issue a Final Report. OHS shall refer any Final Report to the Attorney General if it indicates that either party currently has or is likely to have a dominant market share for the services the transacting party provides; and currently charges or, following the proposed transfer of operations of the hospital, is likely to charge prices for services that are materially higher than the median prices charged by all other healthcare providers for the same services in the same market, or currently has or, following the proposed transfer of operations of a hospital, is likely to have a health status adjusted total medical expense that is materially higher than the median total medical expense for all other healthcare providers for the same service in the same market. In such a case, the Attorney General may utilize the Final Report as evidence in any action undertaken pursuant to existing legal authority. Conn. Gen. Stat. Section § 19a-639f states that OHS will engage an independent consultant with expertise in performing economic analyses of healthcare market functioning and healthcare costs and prices.

## 2 SCOPE OF WORK

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This Request for Qualifications (RFQ) is issued by OHS with the intent to enter into a contract with a qualified firm or firms to provide consulting services to fulfill the statutory mandate for a CMIR due to a hospital acquisition. Interested parties are required to submit a proposal per the terms, conditions, requirements, and specifications of this Request for Qualification (RFQ).

OHS seeks a Respondent(s) with expertise and experience in performing economic analyses of healthcare market functioning and healthcare costs and prices.

The Contractor shall provide the following deliverables:

- A. Review all documentation provided by the State, including OHS, and all other documentation provided by the parties of the transaction, as needed and requested;
- B. Collect data, and other information through primary and secondary data sources, and interviews. The Contractor will identify relevant data needs and collect the data required to perform the analyses, using a variety of data sources, including the All-Payer-Claims-Database (APCD). The Contractor shall specify the contents of APCD extract(s) and shall rely upon the completeness and accuracy of the extracts provided to them. In the case that any information necessary for the proposed work is unavailable from the APCD, Contractor shall notify the Health Systems Planning Unit (“HSPU”) of OHS and make reasonable efforts to find alternative sources of the information or to modify the analytic approach accordingly. The APCD extract shall contain, at a minimum, the allowed amount, diagnostic and procedure codes associated with each claim line; eligibility information sufficient to determine member months associated with each provider organization of interest; and the ability to associate a claim line to specific payers and provider groups responsible for the patients’ TME. The Contractor shall be given access to available inpatient and outpatient surgical discharge data (CHIME) maintained by the Connecticut Hospital Association. Contractor will work with HSPU to determine feasible and reasonable methods of risk adjustment as may be necessary to calculate risk-adjusted total cost of care.
- C. Develop baseline and analyze impact on baseline. The Contractor will develop an analysis of the parties’ baseline performance, and then assess the impact of the transaction on the parties’ baseline performance. The contractor will use all appropriate data and make all appropriate calculations to develop the parties’ baseline and to assess the impact of the transaction on baseline costs, quality, and access and market structure. The Contractor will answer all questions that can be based on the best data available. In selecting comparison hospitals to conduct its work, the Contractor will select the right hospitals based on OHS’ review and understanding of the role and mission and operating responsibilities of the hospitals in Connecticut, an analysis of key features of the parties’ hospital(s) compared to other hospitals in the same market, and input from OHS. The Contractor will bring to bear OHS’ expertise and knowledge of the hospital market to ensure that the best comparisons are selected for each new transaction. Finally, throughout its work, the Contractor will document all methodologies, data sources, and calculations to ensure that all findings are well substantiated. The Contractor will work with OHS to produce mutually agreed upon definitions of dominant market share, service area, and service category. The Contractor will also build in and utilize a peer review process within its own organization prior to sending the final preliminary report draft to OHS using a reviewer not part of the Contractor’s team preparing the report, to ensure that the Contractor’s methodologies are clearly supported and well- described for an external audience;
- D. Synthesize analyses and findings to make a determination and develop a set of findings. The Contractor will synthesize all analyses performed (baseline and impact on baseline) to develop a set of findings and to determine if the transacting party meets the criteria. These findings will form the basis of the preliminary and final reports;
- E. Hold weekly meetings, and in-person meetings with OHS, as needed, around which key agenda items and decisions will be made;
- F. Present findings to OHS. The Contractor will present all findings to OHS HSPU in person or remotely via a digital video platform for discussion and understanding; and

- G. Prepare an outline for the preliminary report and prepare preliminary and final reports based on the schedule outlined in Conn. Gen. Stat. § 19a-639f.

## Application Details

### 2.1.1 Submission Instruction

This Request for Qualifications serves as the application package and contains all the instructions to enable a potential Respondent to apply.

Responses will be due no later than **3:00 p.m. EST on May 29, 2024**. Responses received later than the date and time specified will not be reviewed. OHS assumes no responsibility or liability for late delivery or receipt of responses.

OHS will respond to all questions in one or more official addenda that will be posted to the Department of Administrative Services (DAS) website: [CTsource Bid Board](#)

### 2.1.2 Schedule

The RFQ Process will proceed according to the following anticipated schedule:

04/19/24	RFQ Release Date
05/03/24 by 12 PM EST	Deadline for all questions and clarification inquiries, submitted via email to <a href="mailto:antony.casagrande@ct.gov">antony.casagrande@ct.gov</a> .
05/15/24	Deadline for all answers to Respondents questions
05/29/24	Application Due By 3:00 PM via email to <a href="mailto:antony.casagrande@ct.gov">antony.casagrande@ct.gov</a>
06/07/24	Anticipated Notice of Award
06/14/24 to 06/13/27	Anticipated Period of Performance

### 2.1.3 Respondent’s Questions

Questions regarding this RFQ must be submitted by electronic mail to [antony.casagrande@ct.gov](mailto:antony.casagrande@ct.gov) with the following Subject Line: Questions – RFQ No 24OHS0002. All questions must be received by **12:00 p.m. EST on May 03, 2024**.

### 2.1.4 Format Requirements

All responses must be submitted in MS Word or .pdf format, with Calibri 11-point font, and with 1” margins, with the exception of the Budget Template which should be submitted in Excel Format.

## 2.2 APPLICATION CONTENT:

Respondents are cautioned to read this RFQ carefully and to conform to its specific requirements. Failure to comply with the requirements of this RFQ may serve as grounds for rejection. The Response must be submitted in electronic format to [antony.casagrande@ct.gov](mailto:antony.casagrande@ct.gov) no later than the established deadline date.

The email subject line must read, "RFQ No. 24OHS0002 ". OHS accepts no responsibility for late delivery of an application. **The application must include the following:**

**1. PROPOSAL FACE SHEET:**

See Attachment A

**2. TRANSMITTAL LETTER (Two pages single spaced):**

The written statement that addresses the following:

- The Respondent accepts without qualification:
  - Assurances and Acceptance (RFQ Section 4.2.9);
  - all Mandatory Terms and Conditions;
- Brief statement outlining experience and qualifications to undertake all or specific categories under the Scope of Work; **Only Respondents who have previously performed a Cost and Market Impact Review, either in Connecticut or another state, shall be considered.**
- A statement that any submitted response and cost shall remain valid for one hundred twenty (120) days after the proposed due date or until the contract is approved, whichever comes first; and
- Evidence of Qualified Entity: The respondent shall provide written assurance to OHS from its legal counsel that it is qualified to conduct business in Connecticut and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.
- Sanction – Disclosure: The respondent shall provide a statement that attests that no sanction, penalty, or compliance action has been imposed on the Respondent by any State, municipality, or other government entity, within three years immediately preceding the date of this RFQ. If the Respondent proposes the use of a subcontractor, each proposed subcontractor must provide the same statement.
- Small, Minority or Women's Business Enterprise: Conn. Gen. Stat. § 4a-60g sets forth the requirements of each executive branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five (25%) of the average total of all contracts let for each of the three previous fiscal years must be set aside. OHS requires that the Resultant Contractor make a "good-faith effort" to set aside a portion of this contract for a small, minority or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective Respondents may obtain a list of bidders certified to participate in the Set-Aside program by contacting the Department of Administrative Services ("DAS") at the DAS website.

**3. EXECUTIVE SUMMARY:**

Respondents should provide a summary of their organization, their qualifications, their proposed approach for working with OHS, and the category(s) of services for which they seek prequalification. This summary should be a maximum of two (2) pages in length.

**4. STATEMENT OF RESPONDENT’S QUALIFICATION:**

- All responses must include a statement of Respondent’s history, along with its qualifications and experience to provide the services identified in the RFQ. The response should specifically indicate the Respondents’ current and historical expertise in the categories of services identified in the RFQ for which it seeks to be selected. **Only Respondents who have previously performed a Cost and Market Impact Review, either in Connecticut or another state, shall be considered.**
- Describe the scope of work of contracts held by the organization in the past 5 years and specific associated achievements.

**5. STAFF QUALIFICATIONS:**

All responses must include resumes of each individual who will be providing the Services under any work order, as well as written descriptions of the individual’s background and experience. Written descriptions of individuals shall include (i) experience; (ii) subject matter expertise, (iii) technical knowledge, and (iv) skills set. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with OHS under each service category.

Resumes for each proposed personnel and subcontractor should be attached as a single attachment.

OHS reserves the right to investigate and to review the background of any or all personnel assigned to work under this agreement. Any changes to the project personnel shall require formal written approval by OHS. OHS reserves the right to terminate the agreement and/or any work if changes are not approved.

**6. REFERENCES:**

All responses must include references from at least (3) of the Respondent’s clients who have utilized the organization on matters related to the respective service categories for which the Respondent desires to be selected. All references must include a contact name, address, and telephone number. In addition, all responses must include a list of public and private clients for whom the organization has provided services similar to those described in the RFQ, with a description of services provided. Provide a minimum of two references for each assigned key individual, including names of organizations and phone numbers for recently completed projects of similar scope.

**7. BILLING RATES AND STRUCTURE:**

OHS anticipates establishing a set rate schedule with the selected Respondent(s). In anticipation of this process, Respondents are required to include the following information in their response.

A tier rate schedule of hourly rates to be charged by personnel identified in the qualification statement above and the rate categories for additional personnel that may work on specific assignments. Please indicate discounts, if any, that are being offered from standard hourly rates.

Add statement and statutory reference indicating that the transacting parties and not OHS will be paying for the proposer's services to a maximum of \$200,000.

**Conn. Gen. Stat. § 19a-639f(j) specifies OHS shall submit Respondent's bills for services for a CMIR to the purchaser in the hospital acquisition application, as defined in Conn. Gen. Stat. § 19a-639(d), which purchaser shall pay the bills in an amount not to exceed two hundred thousand dollars per application. OHS will not assume any liability for payment of the contracted amount.**

Travel costs may be billed separately and will follow the Federal General Services Administration Travel Regulations.

**8. ADDITIONAL DOCUMENTATION:**

All responses must include the following Standard Forms:

The Respondent shall submit the following standard forms:

- **Procurement Agreement Signatory Acceptance:** Proposal must include a Statement:
- **Mandatory Terms and Conditions** for a PSA contract (with proposal): Attachment B
- **Gift and Campaign Contributions** (prior to contract, OPM Ethics Form 1): [Form 1 PDF \(ct.gov\)](#)

**9. ATTESTATION:**

Respondent shall provide an attestation that it does not have any conflicts of interest performing services for OHS due to any pending CON applications or otherwise.

## 3 EVALUATION AND SELECTION

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The OHS evaluation team shall evaluate each response that is properly submitted. As part of the selection process, OHS may invite finalists to answer questions regarding their response in person, via a remote digital video platform, or in writing. Any expenses incurred by the Respondent to participate in such interview shall be the responsibility of the Respondent.

### 3.1.1 Criteria

Selection of a Respondent to provide the services sought will be based on the following criteria:

- Demonstrated capacity, facilities, and organizational structure to perform the type of services sought in this RFQ
- Qualification and experience of the Respondent and the primary personnel identified to provide the services in each applicable category
- Record of performance with other clients
- Experience in providing similar services to other clients
- Demonstrated knowledge of the categories identified in Section 2: Scope of Work
- Reasonableness of the offered rates and billing structure
- Prior experience performing Cost and Market Impact Reviews in Connecticut or any other State.

The order of these factors does not generally denote relative importance. OHS reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the “best value”

An Evaluation Team will be established to assist OHS in the selection of Contractor(s). OHS reserves the right to alter the composition of this Team. The Evaluation Team will be responsible for the review and scoring of all Responses. This group will be responsible for the recommendations to the OHS Executive Director. The State reserves the right to reject any and all Responses.

### **3.1.2 Selection**

Notification of selection or non-selection of all Respondents who submitted conforming responses will be emailed when the selection process is final.

## **3.2 PROCUREMENT PROCESS**

### **3.2.1 Contract Execution**

The contract developed as a result of this RFQ is subject to State contracting procedures for executing a contract, which includes approval by the Connecticut Office of the Attorney General (“OAG”). Contracts become executed upon the signature of the OAG and no financial commitments can be made until and unless the contracts have been approved by the OAG. The OAG reviews the contract only after OHS and the Contractor have agreed to the provisions.

### **3.2.2 Official Contact**

For the purposes of this RFQ, OHS has designated that all communication must be in writing and submitted via email to:

**OHS General Counsel Antony A. Casagrande at [antony.casagrande@ct.gov](mailto:antony.casagrande@ct.gov)**

Respondents, Prospective Respondents, and other interested parties are advised that any communication with any OHS Health Systems Planning Unit employee involved in any CON application regarding the transfer of ownership of a hospital about this RFQ is strictly prohibited.

Respondents or Prospective Respondents who violate this instruction risk disqualification from further consideration. If you are uncertain as to whether communication is permitted with an individual or entity, please submit your question to the OHS Official Contact.

### **3.2.3 Acceptance of Content**

If acquisition action ensues, the contents of this RFQ and the Response of the successful Respondent will form the basis of contractual obligations in the final contract.

The resulting contract will be a Personal Service Agreement (PSA) contract between the successful Respondent and OHS. The Respondent’s submission must include a Statement of Acceptance, without qualification, of all terms and conditions within this RFQ and the Mandatory Terms and Conditions.

Any Response that fails to comply in any way with this requirement may be disqualified as non-responsive. OHS is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

### **3.2.4 Contest of Solicitation of Award**

Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board...". Refer to the State Contracting Standards Board website at [www.ct.gov/scsb](http://www.ct.gov/scsb).

### **3.2.5 Disposition of Responses- Rights Reserved**

Upon determination that its best interests would be served, OHS shall have the right to the following:

1. **Cancellation:** Cancel this procurement at any time prior to contract award.
2. **Amend procurement:** Amend this procurement at any time prior to contract award.
3. **Refuse to accept:** Refuse to accept or return accepted Responses that do not comply with the procurement requirements of this RFQ.
4. **Incomplete Business Section:** Reject any Response in which the Business Section is incomplete or in which there are significant inconsistencies or inaccuracies. The State reserves the right to reject all Responses.
5. **Prior contract default:** Reject the submission of any Respondent in default of any prior contract with the State of Connecticut or for misrepresentation of material presented.
6. **Received after due date:** Reject any Response that is received after the deadline.
7. **Written clarification:** Require Respondents, at their own expense, to submit written clarification of their Response in a manner or format that OHS may require.
8. **Oral clarification:** Require Respondents, at their own expense, to make oral presentations at a time selected and in a place provided by OHS. Invite Respondents, but not necessarily all, to make an oral presentation to assist OHS in their determination of award. OHS further reserves the right to limit the number of Respondents invited to make such a presentation. The oral presentation shall only be permitted for clarification purposes and not to allow changes to be made to the submission.
9. **No changes:** Allow no additions or changes to the original Response after the due date specified herein, except as may be authorized by OHS.
10. **Property of the State:** Own all Responses submitted in response to this procurement upon receipt by OHS.
11. **Separate service negotiation:** Negotiate separately any service in any manner necessary to serve the best interest of the State.
12. **All or any portion:** Contract for all or any portion of the scope of work or tasks contained within this RFQ.
13. **Most advantageous Response:** Consider cost and all factors in determining the most advantageous Response for OHS when awarding the right to negotiate a contract.

14. **Technical defects:** Waive technical defects, irregularities, and omissions, if in its judgment the best interests of OHS will be served.
15. **Privileged and confidential communication:** Share the contents of any Response with any of its designees for purposes of evaluating the Response to make an award. The contents of all meetings, including the first, second and any subsequent meetings and all communications while negotiating and arriving at the terms of the Contract shall be privileged and confidential.
16. **Best and Final Offers:** Seek Best and Final Offers (BFO) on price from Respondents upon review of the scored criteria. In addition, OHS reserves the right to set parameters on any BFOs it receives.
17. **Unacceptable Responses:** Reopen the procurement process if OHS determines that all Responses are unacceptable.

### 3.2.6 Qualification Preparation Expenses

OHS assumes no liability for payment of expenses incurred by Respondents in preparing and submitting Responses to this procurement.

### 3.2.7 Assurances and Acceptances

1. **Independent Price Determination:** By submission of a Response and through assurances given in its Transmittal Letter, the Respondent certifies that in connection with this procurement the following requirements have been met.
  - a. **Costs:** The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
  - b. **Disclosure:** Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Respondent on a prior basis directly or indirectly to any other organization or to any competitor;
  - c. **Competition:** No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition;
  - d. **Prior Knowledge:** The Respondent had no prior knowledge of the RFQ contents prior to actual receipt of the RFQ and had no part in the RFQ development; and
  - e. **Offer of Gratuities:** The Respondent certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor's agent, or the contractor's employee(s).
2. **Valid and Binding Offer:** Each Response represents a valid and binding offer to OHS to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.

3. **Press Releases:** The Respondent agrees to obtain prior written consent and approval from OHS for press releases that relate in any manner to this RFQ or any resulting contract.
4. **Restrictions on Communications with OHS Staff:** The Respondent agrees that from the date of release of this RFQ until OHS makes an award that it shall not communicate with OHS staff on matters relating to this RFQ except as provided herein through OHS' Official Contact set forth in 4.2.2 hereof. Any other communication concerning this RFQ with any of OHS's staff may, at the discretion of OHS, result in the disqualification of that Respondent's Submission.
5. **Acceptance of OHS's Rights Reserved:** The Respondent accepts the rights reserved by OHS.

**Experience:** The Respondent has sufficient healthcare, economic, actuarial and healthcare cost knowledge and experience to perform the tasks identified in this RFQ. The Respondent also acknowledges and allows OHS to examine the Respondent's claim regarding experience by allowing OHS to review any related contracts or to interview contracting entities for such related contracts. **Only Respondents who have previously performed a Cost and Market Impact Review, either in Connecticut or another state, shall be considered.** Respondent will provide copies of prior Cost and Market Impact Reviews it has performed.

### 3.2.8 Incurring Costs

Neither OHS nor any Applicant Purchaser shall be liable for any cost incurred by the Respondent prior to the effective date of a contract.

### 3.2.9 Statutory and Regulatory Compliance

By submitting a proposal in response to this RFQ, 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). This Contract is subject to C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) 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. § 1-1210(b). The proposer shall indicate if it believes that certain documents or a portion of a document, as required by this RFQ is confidential, proprietary or constitutes a trade secret by clearly marking such in its response to this RFQ. The State will make an independent determination as to the validity under FOIA of the proposer's marking of documents or portions of documents it believes should be exempt from disclosure. 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. 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. 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) requires disclosure 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. Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (a) Providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (b) Contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (c) Any other similar activity related to such contract. A consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at [http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)  
IMPORTANT NOTE: A Respondent must complete and submit OPM Ethics Form 5 to the Department with the proposal.
4. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2). If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at [http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)  
IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.
5. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1). If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with written representation or documentation that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts—regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at [http://www.ct.gov/opm/fin/nondiscrim\\_forms](http://www.ct.gov/opm/fin/nondiscrim_forms).

IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

### **3.2.10 Key Personnel**

OHS reserves the right to approve any additions, deletions, or changes in key personnel, including key personnel who have terminated employment. OHS 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 OHS.

# ATTACHMENT A: PROPOSAL FACE SHEET

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OFFICE OF HEALTH STRATEGY  
 REQUEST FOR QUALIFICATIONS (RFQ)  
 CMIR CONSULTING SERVICES  
PROPOSAL FACE SHEET

1	<p><b>RESPONDING ORGANIZATION</b> (Legal name and address of organization as filed with the Secretary of State):</p> <p>Legal Name: _____</p> <p>Street Address: _____</p> <p>Town/City/State/Zip: _____</p> <p>FEIN: _____</p>
2	<p><b>DIRECTOR/CEO</b></p> <p>Name: _____ Title: _____</p> <p>Telephone: _____ FAX: _____</p> <p>Email: _____</p>
3	<p><b>CONTACT PERSON</b></p> <p>Name: _____ Title: _____</p> <p>Telephone: _____ FAX: _____</p> <p>Email: _____</p>

# ATTACHMENT B: PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

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## Statement of Acceptance

The terms and conditions contained in this Request for Qualifications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Office of Health Strategy is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

## Acceptance Statement

On behalf of \_\_\_\_\_

I, \_\_\_\_\_ agree to accept the Mandatory Terms and Conditions and all other terms and conditions as set forth in the OHS Consulting Services Request for Qualifications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# ATTACHMENT C: BUDGET TEMPLATE

Tiered Rates by Category	Personnel to Perform in Category of Service	Subject Matter Expertise	Hourly Rates by Personnel	Description	Any additional pricing incentives (e.g. flat fees, blended rates, fee caps, etc.)
<b>1. Project Management, Meeting Facilitation and Strategic Planning support</b>					
<b>2. Clinical Quality Metrics/ Data Analytics</b>					
<b>3. Implementation of HIE Services</b>					