



STATE OF CONNECTICUT  
OFFICE OF HEALTH STRATEGY  
HEALTH SYSTEMS PLANNING UNIT

## REQUEST FOR QUALIFICATIONS (RFQ)

### INDEPENDENT CONSULTANT ON CLINICAL NEED FOR PROTON BEAM THERAPY SERVICES IN CONNECTICUT

The Office of Health Strategy (hereinafter referred to as "OHS") is seeking proposals from qualified respondents offering analyses of the appropriate use of proton beam therapy ("PBT") (hereinafter referred to as "Respondent") to support Connecticut's Certificate of Need ("CON") program with determining the estimated need for PBT in the state.

OHS is seeking proposals from experienced and qualified Respondents to provide consulting services in support of the CON program under Conn. Gen. Stat. § 19a-639a(g). Under this statutory authority, OHS "may retain an independent consultant with expertise in the specific area of health care that is the subject of the application filed by an applicant if the review and analysis of an application cannot reasonably be conducted by the unit without the expertise of an industry analyst or other actuarial consultant." The State seeks bidders with in-depth knowledge and expertise in the health care market, the clinical appropriateness of PBT, cost benefit analyses, comparative effectiveness research, and estimates of total need for PBT.

Interested parties are required to submit a proposal per the terms, conditions, requirements, and specifications of this Request for Qualifications (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 and to complete the project as quickly as possible within the performance period.

Conn. Gen. Stat. § 19a-639a(g) specifies OHS shall submit Respondent's bills for the consulting services to the applicant. The applicant shall pay the bills within thirty (30) days of receipt of such bills. Bills must be a "reasonable amount" per application. OHS will not assume any liability for payment of the contracted amount.

Responses to this RFQ must be submitted electronically on or before **August 16, 2024** at 3 PM EDT to OHS Director of Legislation and Regulation, Boyd Jackson, at [boyd.jackson@ct.gov](mailto:boyd.jackson@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>08/02/24</b>
<b>Respondent Questions and Clarifications Deadline</b>	<b>08/06/24 at 12 PM EDT</b>
<b>Response to Respondent Questions Deadline</b>	<b>08/08/24</b>
<b>Application Due Date:</b>	<b>08/16/24 at 3 PM EDT</b>
<b>Anticipated Issuance of Notice of Award:</b>	<b>08/20/24</b>
<b>Anticipated Period of Performance:</b>	<b>08/20/24 - 12/31/24</b>

# 1 INTRODUCTION AND BACKGROUND

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OHS is seeking proposals from qualified Respondents to serve as a statutorily permitted independent consultant. OHS is reviewing CON Docket Number 23-32678-CON in which applicant Danbury Proton LLC proposes to acquire equipment utilizing technology new to the state under Conn. Gen. Stat. § 19a-638(a)(13). Specifically, Danbury Proton proposes to establish a facility to provide proton beam therapy services. The application is to be analyzed under the criteria specified in Conn. Gen. Stat. § 19a-639(a).

OHS seeks an independent and financially disinterested expert consultant on the determination of need for such PBT services in the state. The following criteria under Conn. Gen. Stat. § 19a-639(a) reflect the requirements for demonstrating need and that the addition of a second PBT provider would not lead to unnecessary duplication of services:

(3) Whether there is a clear public need for the health care facility or services proposed by the applicant;

(7) Whether the applicant has satisfactorily identified the population to be served by the proposed project and satisfactorily demonstrated that the identified population has a need for the proposed services;

(9) Whether the applicant has satisfactorily demonstrated that the proposed project shall not result in an unnecessary duplication of existing or approved health care services or facilities;

OHS seeks the independent analysis to determine the appropriate patient population for PBT, the need for such PBT services in the state, and whether there is sufficient need for PBT services to necessitate introduction of a second PBT services provider.

## 2 SCOPE OF WORK

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This RFQ is issued by OHS with the intent to enter into a contract with a qualified individual or firm to provide consulting services to determine the appropriate patient population for PBT services and to estimate the need for PBT services in Connecticut. Interested parties are required to submit a proposal per the terms, conditions, requirements, and specifications of this RFQ.

OHS seeks a Respondent(s) with expertise and experience in performing analyses of PBT, the clinical benefit of PBT services, the appropriateness of patients for PBT services, and the estimated need for PBT services.

The selected Respondent (“Contractor”) shall provide the following deliverables:

- A. Review and analyze all application materials under OHS Docket Number 23-32678-CON;
- B. Review and analyze all application materials under Danbury Proton’s previous application in OHS Docket Number 20-32376-CON;

- C. Review and analyze all application materials and the Agreed Settlement with Connecticut Proton Therapy Center, LLC; Hartford HealthCare Corporation; and Yale New Haven Health Services Corporation under OHS Docket Number 19-32339-CON;
- D. Provide a summary of the best and most recent evidence on the comparative effectiveness of PBT versus standard radiation treatment for all cancers cited by Danbury Proton as appropriate for PBT;
- E. Provide a summary of the best and most recent evidence on the cost effectiveness of PBT versus standard radiation treatment for all cancers cited by Danbury Proton as appropriate for PBT;
- F. Provide a summary of the best and most recent evidence on the types of cancer for which PBT is appropriate;
- G. Prepare a memorandum to OHS describing the best evidence of the number of patients in the expected patient population and the expected patient need for PBT in Connecticut and the Applicant's proposed primary service area **no later than October 31, 2024**;
- H. Testify, as needed, regarding the results of these analyses at a CON hearing on Danbury Proton's application and be available for cross examination by the Applicant **through December 31, 2024**.

### 2.1.1 Submission Instruction

This RFQ 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. EDT on August 16, 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:

08/02/24	RFQ Release Date
08/06/24 by 12 PM EDT	Deadline for all questions and clarification inquiries, submitted via email to <a href="mailto:boyd.jackson@ct.gov">boyd.jackson@ct.gov</a> .
08/08/24	Deadline for all answers to Respondents questions
08/16/24 by 3 PM EDT	Deadline for submission of applications via email to <a href="mailto:boyd.jackson@ct.gov">boyd.jackson@ct.gov</a>
08/20/24	Anticipated Notice of Award
08/20/24 to 12/31/24	Anticipated Period of Performance
10/31/24	Deadline for delivery of memorandum and supporting evidence

Through 12/31/24	Availability for follow up or hearing testimony regarding the findings and supporting evidence, as needed
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### 2.1.3 Respondent's Questions

Questions regarding this RFQ must be submitted by electronic mail to [boyd.jackson@ct.gov](mailto:boyd.jackson@ct.gov) with the following Subject Line: Questions – RFQ No. 24OHS459. All questions must be received by **12:00 p.m. EDT on August 6, 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 Responses must be submitted in electronic format to [boyd.jackson@ct.gov](mailto:boyd.jackson@ct.gov) no later than the established deadline date. The email subject line must read, "RFQ No. 24OHS459." 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 3.2.9);
  - all Mandatory Terms and Conditions;
- Brief statement of any financial interest Respondent has in the provision of PBT services to include financial interests both in Connecticut and in other states;
- Brief statement of any financial interests in Danbury Proton, its affiliated companies, or any competitor companies;
- Brief statement outlining experience and qualifications to undertake all or specific categories under the Scope of Work;
- 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;
- 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 (3) 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; and
- 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 per cent (25%) of the average total of all contracts let for each of the three (3) 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.
- Describe the scope of work of contracts held by the organization in the past five (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, (iv) skills set, and (v) any financial interest in PBT, Danbury Proton, its affiliates, or competitors. 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 three (3) of the Respondent's clients who have utilized the Respondent 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 Respondent has provided services similar to those described in the RFQ, with a description of services provided. Provide a minimum of two (2) 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.

**Conn. Gen. Stat. § 19a-639a(g) specifies OHS shall submit Respondent's bills for services for the consulting services to the applicant. The applicant shall pay the bills within thirty (30) days of receipt of such bills. Bills must be a "reasonable amount" 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:**

The Respondent shall submit the following standard forms:

- **Procurement Agreement Signatory Acceptance:** Proposal must include a Statement of Acceptance, without qualification of all terms and conditions within this RFQ and the
- **Gift and Campaign Contributions** (prior to contract, OPM Ethics Form 1)  
<https://portal.ct.gov/opm/fin-psa/forms/ethics-forms>

**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 ("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 analyses of need for medical services, especially PBT, 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 Commissioner. 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 completed.

## **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 Director of Legislation and Regulation, Boyd Jackson, at [boyd.jackson@ct.gov](mailto:boyd.jackson@ct.gov)

### 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 3.2.2 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.
6. **Experience:** The Respondent has sufficient healthcare 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.

### 3.2.8 Incurring Costs

Neither OHS nor the CON Applicant 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 RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:*

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

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
3. **Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.
4. **Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_11\\_notice\\_only.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf)
5. **Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
  - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
  - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
  - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

6. **Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.
7. **Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
8. **Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

### 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 Respondent'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)  
INDEPENDENT CONSULTING SERVICES  
PROPOSAL FACE SHEET

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

# ATTACHMENT B: PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

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## Statement of Acceptance

The terms and conditions contained in this RFQ 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. OHS 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 RFQ.

\_\_\_\_\_  
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.)
1. Project Management, Meeting Facilitation and Strategic Planning support					
2. Clinical Quality Metrics/ Data Analytics					
3. Implementation of HIE Services					