

PROCUREMENT NOTICE

Legal Notice
Request for Proposal
Department of Public Health
Non-Occupational Post-Exposure Prophylaxis (nPEP) to victims of sexual assault
RFP # PHI 2012- 0918

The purpose of this program is to ensure, within available funding, access to Non-Occupational Post-Exposure Prophylaxis (nPEP) to victims of sexual assault at risk of contracting HIV based on the assault. Non-Occupational Post-Exposure Prophylaxis (nPEP) is a treatment with antiretroviral drugs that occurs soon after a possible exposure to HIV to reduce the possibility of HIV infection. Victims of sexual assault may be prescribed nPEP if the examiner in a health care setting determines that the assault is considered to be a high risk for HIV infection. The purpose of this program is to pay for nPEP antiretroviral medications for victims of sexual assault who are uninsured or underinsured, and for whom nPEP has been prescribed by a health care provider. Potential applicants will establish a mechanism to assure that nPEP medications are paid for and accessible for eligible victims of sexual assault.

The Request for Proposals is available in electronic format on the State Contracting Portal at: http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1 or from the Department's Official Contact:

Marianne Buchelli
Department of Public Health, AIDS & Chronic Diseases Section
410 Capitol Avenue, MS#11APV, P.O. Box 340308
Hartford, CT 06134-0308-
Phone: (860) 509-8053 Fax: (860) 509-7853
E-mail: Marianne.buchelli@ct.gov

The RFP is also available on the Department's website at <http://www.ct.gov/dph> (Request for Proposals). A printed copy of the RFP can be obtained from the Official Contact upon request.

Deadline for submission of proposals to the DPH is:
Friday January 27, 2012

TABLE OF CONTENTS

PROCUREMENT NOTICE..... 1

I. GENERAL INFORMATION 3

A. INTRODUCTION..... 3

B. ABBREVIATIONS/ACRONYMS/DEFINITIONS 4

C. INSTRUCTIONS 4

D. PROPOSAL FORMAT..... 8

E. EVALUATION OF PROPOSALS..... 9

II. MANDATORY PROVISIONS..... 12

A. POS STANDARD CONTRACT, PARTS I AND II..... 12

B. ASSURANCES 13

C. TERMS AND CONDITIONS 13

D. RIGHTS RESERVED TO THE STATE 14

E. STATUTORY AND REGULATORY COMPLIANCE 15

III. PROGRAM INFORMATION..... 18

A. DEPARTMENT OVERVIEW..... 18

B. PROGRAM OVERVIEW..... 19

C. MAIN PROPOSAL COMPONENTS..... 19

D. COST PROPOSAL COMPONENT..... 20

IV. PROPOSAL OUTLINE 22

A. Cover Sheet..... 22

B. Table of Contents..... 22

C. Declaration of Confidential Information 22

D. Conflict of Interest – Disclosure Statement..... 22

E. Executive Summary..... 22

F. Main Proposal 22

G. Cost Proposal 22

H. Appendices..... 22

I. Forms..... 23

I. GENERAL INFORMATION

This section of the RFP provides general information about the Department's procurement and, most importantly, gives instructions to proposers and prospective proposers about how to comply with the RFP process and how to submit an acceptable proposal for review. Failure to comply with the RFP process or instructions may deem a proposal non-responsive and subject to rejection without further consideration.

■ A. INTRODUCTION

1. **RFP #2012-0918** : Non-Occupational Post-Exposure Prophylaxis (nPEP) to victims of sexual assault
2. **Summary:** The purpose of this program is to ensure, within available funding, access to Non-Occupational Post-Exposure Prophylaxis (nPEP) to victims of sexual assault at risk of contracting HIV based on the assault. Non-Occupational Post-Exposure Prophylaxis (nPEP) is a treatment with antiretroviral drugs that occurs soon after a possible exposure to HIV to reduce the possibility of HIV infection. Victims of sexual assault may be prescribed nPEP if the examiner in a health care setting determines that the assault is considered to be a high risk for HIV infection. The victim is usually administered a three day dose of medications to initiate treatment until the victim is able to attend a follow up appointment for further assessment for the continuation of the medications. The purpose of this program is to pay for nPEP antiretroviral medications for victims of sexual assault who are uninsured or underinsured, and for whom nPEP has been prescribed by a health care provider. Potential applicants will establish a mechanism to assure that nPEP medications are paid for and accessible for eligible victims of sexual assault.
3. **Synopsis:** Applicants must submit a **separate and complete original proposal, five copies and an electronic copy of this proposal.**
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
 - 1000: Healthcare Services
 - 2000: Community and Social Services

A variety of resources of HIV/AIDS surveillance data are available at the following web sites:

- www.dph.state.ct.gov
- www.cdc.gov (The Centers for Disease Control)
- www.cdc.gov/mmwr (Morbidity and Mortality Weekly Reports)

■ B. ABBREVIATIONS/ACRONYMS/DEFINITIONS

ACDS	AIDS & Chronic Diseases Sections
CDC	Centers for Disease Control and Prevention
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DPH	Department of Public Health (CT)
FOIA	Freedom of Information ACT (CT)
FPL	Federal Poverty Level
HRSA	Health Resources and Services Administration
IDU	Injection Drug User
LOI	Letter of Intent
OAG	Office of Attorney General
OPM	Office of Policy and Management
OSC	Office of the State Comptroller (CT)
P.A.	Public Act (CT)
PHS	Public Health Services (US)
PLWHA	People Living with HIV/AIDS
POS	Purchase of Service
RFP	Request for Proposal
SEEC	State Elections Enforcement Commission (CT)
SEP	Syringe Exchange Programs
U.S.	United States
nPEP	Non-Occupational Post-Exposure Prophylaxis

- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Department as a result of this RFP
- *proposer*: a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP
- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP

■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the only authorized contact for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, and other interested

parties are advised that any communication with any other Department employees(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Marianne Buchelli
Address: Department of Public Health,
 AIDS & Chronic Diseases Section
 410 Capitol Avenue, MS #11APV, P.O. Box 340308
 Hartford, CT 06134-0308
Phone: (860) 509-8053 Fax: (860) 509-7853
E-mail: Marianne.buchelli@ct.gov

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

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:
- Department of Public Health's Web Page (Click on Request for Proposals on Main Page)
<http://www.ct.gov/dph>
 - State Department of Administrative Services (DAS) Contracting Portal
http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State DAS Contracting Portal. Subscribers will receive daily e-mail announcing procurements and addendums that are posted on portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

Contract Awards. The award of any contract pursuant to this RFP is dependent upon the availability of State funding to the Department of Public Health, AIDS & Chronic Diseases Section. The Department anticipates the following:

- Total Funding Available: \$25,000 per year (\$50,000 total for 1.25 years)
- Number of Awards: 1
- Contract Cost: Confidential, to be negotiated with successful proposers
- Contract Term: April 1, 2012-June 30, 2013

3. **Eligibility.** Connecticut private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and CT municipalities are eligible to submit proposals in response to this

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

4. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications or experience:
 - Experience administering funding for support services for uninsured/underinsured populations or similar populations.

5. **Procurement Schedule.** See below. Dates after the due date for proposals (“Proposals Due”) are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State DAC Contracting Portal and, if available, the Department of Public Health’s Web Page.
 - **RFP Planning Start Date: October 1, 2011**
 - **RFP Released: December 9, 2011**
 - **Letter of Intent (LOI) Due: December 23, 2011**
 - **Deadline for Questions: December 30, 2011**
 - **Answers Released: January 13, 2012**
 - **Proposals Due: January 27, 2012**
 - **(*) Proposer Selection: February 17, 2012**
 - **(*) Start of Contract Negotiations: February 20, 2011**
 - **(*) Start of Contract: April 1, 2012**

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

8. **Inquiry Procedures.** All questions regarding this RFP or the Department’s procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. Questions submitted via e-mail must indicate in the e-mail subject line: RFP-2012-0918. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all

amendments to this RFP on the State DAS Contracting Portal and, if available, on the DPH Web Page. At its discretion, the DPH may distribute any amendments to this RFP to prospective proposers who also submitted a Letter of Intent.

- 9. RFP Conference.** An RFP conference will not be held.
- 10. Proposal Due Date and Time.** The Official Contact is the only authorized recipient of proposals submitted in response to this RFP.

Proposals must be **received** by the Official Contact on or before the due date and time:

- **Due Date: January 27, 2012**
- **Time: 4:00 p.m.**

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

An acceptable submission must include the following:

- **One (1) original UNBOUND** proposal for a syringe exchange program.
- **Five (5) conforming UNBOUND copies (marked as Copy)** of the original proposal and,
- **One (1) conforming electronic copy** of the original proposal

The original proposal must carry original signatures and be clearly marked on the cover as "Original". Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal must be compatible with Microsoft Office Word 2003 and Microsoft Office Excel 2003. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

- 11. Multiple Proposals.** The submission of multiple proposals is not an option with this procurement.
- 12. Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. **If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL. In Section IV. C of the proposal outline, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. EXAMPLE: Section G.1.a.** For each subsection so referenced, the

proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

- 13. Conflict of Interest – Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85.** A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. **In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement (Section IV. Proposal Outline D). Example: “[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”**

■ D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in **Section IV – Proposal Outline.** Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet. The Cover Sheet is Page 1 of the proposal.** The proposer must complete the Cover Sheet Set included in Section V. I. Forms and attach to the proposal.
3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline (See Section IV. Proposal Outline, Section B.)
4. **Executive Summary.** Proposals must include a high-level summary, not exceeding three (3) pages, of the main proposal and cost proposal.

Executive summary style requirements:

- Font Size: No smaller than 11 point type
 - Font Type: Easily readable (e.g. Arial or Verdana)
 - Margins: 0.5” on top, bottom, left and right
 - Line spacing: 1.5 line spacing
4. **Attachments.** Attachments, other than the required Appendices or Forms identified in Section IV, are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any

component required by this RFP. Failure to abide by these instructions will result in disqualification.

5. **Style Requirements.** Each submitted proposal must conform to the following specifications (See Executive Summary style requirements in #4 above):
 - Binding Type: Unbound, but fastened with binder clips
 - Dividers: None specified
 - Paper Size: 8.5" x 11"
 - Page Limit: Maximum 10 page narrative limit per proposal, not including Executive Summary and Required Forms and Attachments
 - Print Style: Single-sided
 - **Font Size: No smaller than 11 point type**
 - Font Type: Easily readable (e.g. Arial or Verdana)
 - Margins: No less than 0.5" top, bottom, left and right margins
 - Line spacing: 1.5 line spacing

6. **Pagination.** The proposer's name (e.g. agency or organization name) must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be clearly and consecutively numbered at the bottom center of each page.

7. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions, will be opened as general mail. Such a proposal may be accepted by the DPH as a clerical function, but it will not be evaluated. At the discretion of the DPH, such a proposal may be destroyed or retained for pick up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the DPH to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the DPH will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

2. **Screening Committee.** The DPH will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.

- 3. Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete and in compliance with requirements specified in the RFP. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The DPH will reject any proposal that deviates significantly from the requirements of this RFP. In addition, applicants with long-standing significant unresolved issues on current or prior year contracts with the DPH may be removed from consideration for additional funding.
- 4. Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established Criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance.

The weights are disclosed below (Total of 100):

- **Organizational Profile (10)**
- **Scope of Services (30)**
- **Staffing Plan (10)**
- **Data and Technology (5)**
- **Subcontractors (0): *not applicable (included in Budget)***
- **Workplan (20)**
- **Financial Profile (5)**
- **Budget and Budget Narrative (10)**
- **Appendices and Attachments (10)**

Note:

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

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State DAS Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and proposer selection process.

- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact indicated in this RFP and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered “day one” of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department of Public Health, AIDS & Chronic Diseases Section to discuss the evaluation process and their proposal. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Proposers may appeal any aspect of the Department’s competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered “day one” of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department’s contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS:

This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including, the standard Purchase of Service contract, proposer assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The Department is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

■ A. POS STANDARD CONTRACT, PARTS I AND II

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

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

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at:

http://www.ct.gov/opm/fin/standard_contract.

Note:

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

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

■ B. ASSURANCES

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

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal in all respects is fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
- 3. Competitors.** The proposer assures that the submitted proposal was not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.
- 5. Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
4. **Proposed Cuts.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
7. **Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operations facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

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

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.

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

■ E. STATUTORY AND REGULATORY COMPLIANCE

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

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act

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

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
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

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

- 5. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation or documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts - regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/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 (See Section V. Attachments).

III. PROGRAM INFORMATION

In this section, the Department provides proposers with background information about the Department and program. More specific information is provided about the service components and services that the Department seeks to procure. This information is designed to promote a better understanding of the needs of the Department and its clients and, thus, assist proposers in preparing better proposals in response to this RFP.

■ A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. The agency is the center of a comprehensive network of public health services, and, is a partner to local health departments for which it provides advocacy, training and certification, technical assistance and consultation, and specialty services such as risk assessment that are not available at the local level. The agency is a source of accurate, up-to-date health information to the Governor, the Legislature, the federal government and local communities. This information is used to monitor the health status of Connecticut's residents, set health priorities and evaluate the effectiveness of health initiatives. The agency is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the personnel, facilities and programs regulated. The DPH is a leader on the national scene through direct input to federal agencies and the United States Congress.

The mission of the Connecticut Department of Public Health is:

To protect and improve the health and safety of the people of Connecticut by:

Assuring the conditions in which people can be healthy; Promoting physical and mental health, and Preventing disease, injury, and disability.

Connecticut's Department of Public Health AIDS and Chronic Diseases Section (ACDS) is the lead agency in the state for coordination of HIV care and prevention services addressing the HIV/AIDS epidemic. The ACDS organizes its HIV/AIDS programs into three units: (a) The Health Care and Support Services Unit (HCSS), which oversees Ryan White Part B care programs and services for PLWHA; (b) The HIV Prevention Unit, which oversees prevention services and targeted effective behavioral interventions for people infected or at risk of HIV infection, and, (c) The HIV/AIDS Surveillance Unit, which oversees the data that is collected on HIV and AIDS in Connecticut and is responsible for producing the state's Epidemiological Profile, as well as monitoring trends and emerging issues/populations.

The HIV Prevention Unit seeks to: 1) prevent HIV infection among individuals at risk for HIV; 2) increase knowledge of sero-status among those who are HIV infected but unaware of their infection; and 3) through HIV prevention interventions, support collaboration and coordination of services for individuals living with, or at risk for, HIV. To do this, the HIV Prevention Unit contracts with public, private, and community based organizations to provide services to people at high risk of acquiring or transmitting HIV and respond to an ever changing epidemic.

■ B. Program Overview

The purpose of this program is to ensure, within available funding, access to Non-Occupational Post-Exposure Prophylaxis (nPEP) to victims of sexual assault at risk of contracting HIV based on the assault. Non-Occupational Post-Exposure Prophylaxis (nPEP) is a treatment with antiretroviral drugs that occurs soon after a possible exposure to HIV to reduce the possibility of HIV infection. Victims of sexual assault may be prescribed nPEP if the examiner in a health care setting determines that the assault is considered to be a high risk for HIV infection. The victim is usually administered a three day dose of medications to initiate treatment until the victim is able to attend a follow up appointment for further assessment for the continuation of the medications. The purpose of this program is to pay for nPEP antiretroviral medications for victims of sexual assault who are uninsured or underinsured, and for whom nPEP has been prescribed by a health care provider. Potential applicants will establish a mechanism to assure that nPEP medications are paid for and accessible for eligible victims of sexual assault.

■ C. MAIN PROPOSAL COMPONENTS

1. Organizational Requirements

Please provide the name, title, address, telephone and FAX number of staff persons responsible for the completion and submission of:

1. Contract and legal documents/forms
2. Program progress reports
3. Financial expenditure reports

Accurate information is needed by the Branch concerning the applicant's legal status.

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

Entity Type

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

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

Experience

The proposer must provide a brief overview of the history and structure of the organization. Please include current range of services provided, information on client population, and experience relevant to this application

2. Service Requirements

Services, service provision, service delivery and requirements

The purpose of this program is to pay for nPEP antiretroviral medications for victims of sexual assault who are uninsured or underinsured, and for whom nPEP has been prescribed by a health care provider. Potential applicants will establish a mechanism to assure that nPEP medications are paid for and accessible for eligible victims of sexual assault. Depending on individual circumstances, payment may be for co-pays or for complete prescription.

The mechanism must ensure that:

- nPEP prescriptions can be accessed in a timely manner subsequent to the victim's sexual assault examination to ensure treatment continuity.
- Other payment mechanisms (e.g. private insurance, Medicaid, Medicare) are ruled out prior to assistance through this program.
- Information about the program is available to providers who conduct sexual assault examinations as outlined in the State of Connecticut Technical Guidelines for Health Care Response to Victims of Sexual Assault and other relevant providers.
- Confidentiality of victims accessing the program is maintained
- Funds issued to support sexual assault victims are used exclusively to pay for nPEP antiretroviral medications

Applicants who can leverage cost-savings through pharmaceutical programs or other mechanisms to maximize program impact will be given priority.

Applicants are encouraged to partner with the Connecticut Sexual Assault Crisis Services, Inc. to assure that appropriate providers and sexual assault victim advocates throughout the state are informed about the program.

The funding for year 1 (April 1, 2011 – June 30, 2011) can be used for staff time for initial start-up, program development, promotion, and initial implementation. Staff costs should be minimal once program is established and fully implemented in year 2.

3. Data and Technology Requirements

The contractor will be required to collect and report non-identifiable client level data (e.g. sex, race, age, town), and submit required documentation to DPH. These records will include but are not limited to financial and program quarterly reports.

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

The proposer must clearly define in the workplan the expected outcomes and measures of success of the services provided.

D. COST PROPOSAL COMPONENT

1. Budget Requirements

The proposal must contain an itemized budget with justification for each line item on the budget forms. Competitiveness of the proposer's budget will be considered as part of the proposal review process. The State of Connecticut is exempt from payment of excise, transportation and sales taxes imposed by the Federal and/or State government. Such taxes must not be included in contract prices.

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

Proposers must submit two budgets: one for April 1, 2012- June 30, 2012 (start up and development, initial implementation) and another for July 1, 2012 – June 30, 2013 (implementation).

Period of Award

Proposers should prepare their application based on a two (1.25) year budget period (April 1, 2012 – June 30, 2013).

Budget Summary and Budget Justification

Separate and detailed budget summary and budget justification forms must be submitted for the proposal. Subcontractor costs, if applicable must be included in the budget summary and budget justification forms for each proposed intervention. Subcontractor Schedule detail must also be submitted for this proposal.

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

IV. PROPOSAL OUTLINE

A. Cover Sheet**B. Table of Contents****C. Declaration of Confidential Information**

(Section I. General Information, C. Instructions, 21. Declaration of Confidential Information)

D. Conflict of Interest – Disclosure Statement

(Section I. General Information, C. Instructions, 13. Conflict of Interest Disclosure Statement)

E. Executive Summary

(Section I. General Information, D. Proposal Format, 4. Executive Summary)

F. Main Proposal

(Section III. Program Information, C. Main Proposal Components)

1. Organizational Profile**2. Scope of Services****3. Staffing Plan****4. Data and Technology****5. Subcontractors**

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

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

6. Work Plan

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

G. Cost Proposal**1. Financial Profile****2. Budget and Budget Narrative****a. Narrative****b. Budget Summary 1 Form****c. Budget Justification Schedule B****H. Appendices**

a. Job Descriptions (attach current any proposed new job descriptions)

b. Resumes of Applicable Staff

c. Organizational Chart

I. Forms

I. Forms - Department**COVER SHEET SET (2 pages):**

REQUEST FOR PROPOSAL RFP # 2012- 0918 Non-Occupational Post-Exposure Prophylaxis (nPEP) to victims of sexual assault DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH INITIATIVES BRANCH	Page 1/2
--	-----------------

A. Applicant Information

Applicant Agency: _____
Legal Name

_____ Address

City/Town _____ State _____ Zip Code _____

Telephone No. _____ FAX No. _____ E-Mail Address _____

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

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

Signature of Authorizing Official: Date

Typed Name and Title

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

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

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

COVER SHEET SET

Page 2/2

B. CONTRACTOR INFORMATION

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

Contract and Legal Documents/Forms:

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

Program Progress Reports:

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

Financial Expenditure Reporting Forms:

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

Incorporated: YES NO

Agency Fiscal Year:

--

Type of Agency: Public Private Other,
Explain: Profit Non-Profit

Federal Employer I.D. Number:

--

Town Code No:

--

Medicaid Provider Status: YES NO

Medicaid Number:

--

Minority Business Enterprise (MBE) : YES NO

Women Business Enterprise (MBE) : YES NO

Budget Summary Instructions

- I. **Personnel** (lines #1 - #5) each person funded:
- Name of person & Title
 - Hourly rate, # hours working per week, and # of weeks. (calculate)
 - Fringe benefit rate. (calculate)

Example:

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

- II. Line #11 **Contractual (Subcontracts)** provide the total of all subcontracts and complete Subcontractor Schedule.
- III. Lines #6 - #13 complete categories as appropriate,
- IV. Line # 14: Other Expenses are any other types of expense that do not fit into the categories listed.
- For example: Equipment (purchasing a computer at a cost of \$1,500). Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$2,500 or more.
- V. *****Audit Costs**, the cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The costs of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**
- VI. Line Item #15 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: <http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994>.
- VII. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.
- VIII. **Other Income** list any other program income such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.
- IX. **2 Year Contracts:** 2 sets of budget forms have been provided. Please do a full budget for each year of the contract, clearly indicating the year on each form. Assume level funding for the second year.

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

Budget Justification Schedule Instructions

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

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

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

Example:

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

C. Subcontractor Schedule A--Detail

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

II. Detail of Each Subcontractor:

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

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

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

Example A. Budget Basis

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

Example B. Fee for Service:

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

Example C. Hourly Rate:

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

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

BUDGET SUMMARY

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

*** See Subcontractor Schedule

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

SUBCONTRACTOR SCHEDULE DETAIL

#1

Program:

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

#2

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

#3

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

STAFFING PROFILE: Profile of Staff Providing Services.

Please provide the information requested below.

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

***Attach Resumes for all Professional Staff**

A. Work plan (make as many blank pages as needed):

Services to be Provided (How applicant will coordinate and provide nPEP Services)	Activities (Who, What , Where, and When)	Staff Position(s) Responsible	Expected Outcomes and Measures of Success (# of referrals, medications, and reimbursements provided)	Timetable

a. Notification to Bidders**NOTIFICATION TO BIDDERS**

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

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

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

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

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

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

Signature

Date

On behalf of:

b. Acknowledgment of Contract Compliance**STATE OF CONNECTICUT****DEPARTMENT OF PUBLIC HEALTH**

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



M. Jodi Rell
Governor

**AFFIRMATIVE ACTION
CONTRACT COMPLIANCE POLICY STATEMENT**

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

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

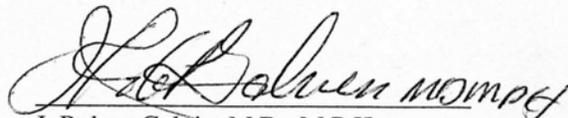
This Department will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area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

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

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

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

17 Sep 04
Date


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



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

C. Workforce Analysis**WORKFORCE ANALYSIS**

Contractor Name:

Total Number of CT employees:

Address:

Full Time:

Part Time:

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

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

1. Have you successfully implemented an Affirmative Action Plan? YES NO
 Date of implementation: _____ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?
 YES NO Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 YES NO Explanation:

 Contractor's Authorized Signature

 Date

D. CONSULTING AGREEMENT AFFIDAVIT (OPM Ethics Form 5)

**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

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

INSTRUCTIONS:

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

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

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

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

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

_____		_____	
Consultant's Name and Title		Name of Firm (if applicable)	
_____	_____	_____	_____
Start Date	End Date		Cost
Description of Services Provided: _____			

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

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

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

_____	_____	_____
Printed Name of Bidder or Vendor	Signature of Chief Official or Individual	Date
	_____	_____
	Printed Name (of above)	Dept. of Public Health Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court or Notary Public

V. ATTACHMENTS

This section is for informational and proposer checklist purposes only.

- **Proposer's Minimum Requirement Check list**

(Note: This check list will be used by DPH as step one of the RFP Review Process)

- **State of Connecticut Nondiscrimination Certification**

(Note: The successful proposer must complete and submit the applicable and appropriate nondiscrimination certification form to the Connecticut Department of Public Health prior to contract execution).

- **Gift and Campaign Contributions**

(Note: The successful proposer must complete and submit OPM Ethics Form 1 to the Department of Public Health prior to contract execution)

SECTION V. ATTACHMENTS**PROPOSER'S MINIMUM REQUIREMENTS CHECKLIST: RFP #2012-0918**

Proposer must submit a separate and complete proposal with all required forms and attachments for each service component proposed

Applicant

1. Cover pages (See Section IV. I. Forms) completed and included in proposal _____
(not included in page limit)
2. Declaration of Confidential Information referenced or indicated as N/A _____
(not included in page limit)
3. Conflict of Interest Disclosure Statement included _____
(not included in page limit)
4. Resumes provided for all professional staff assigned to this project. _____
(not included in page limit)
5. Job descriptions provided for all key personnel assigned to this project including new positions being proposed _____
(not included in page limit)
6. Staff Profile form completed and included in proposal _____
(not included in page limit)
7. Budget Summary and Budget Justification Forms completed and included in proposal _____
(not included in page limit)
8. Subcontractor Schedule (if applicable) completed and included in proposal _____
(not included in page limit)
9. Completed Work Plan form included in proposal _____
(not included in page limit)
10. Completed Notification to Bidders form included in proposal. _____
(not included in page limit)
11. Completed Workforce Analysis Questionnaire included in proposal. _____
(not included in page limit)
12. Signed Consulting Agreement Affidavit (OPM Ethics Form 5) included in proposal _____
(not included in page limit)
13. An original unbound and 5 unbound copies of the completed proposal (s) must be received at DPH no later than by January 27, 2012 at 4:00 p.m.. _____
14. The proposal is signed by an authorized official of the Applicant Organization. _____

SECTION V. ATTACHMENTS: Non-Discrimination Certification

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

Form B
7/8/09

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

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

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

_____ and that _____
 Name of Entity Name of Entity

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

 Authorized Signature

 Date

 Printed Name



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to 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; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date Name of Contributor Recipient Value Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date Name of Contributor Recipient Value Description

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me on this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

<i>For State Agency Use Only</i>	
<i>Department of Public Health</i>	
Awarding State Agency	Planning Start Date
Contract Number or Description	

Attachment - To be submitted on Official Agency Letterhead -