

REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Connecticut's Insurance Exchange Planning Grant

Addendum #5

February 23, 2011

Extension of Submission Deadline. Please be advised that the date for proposal submission to this RFP has been extended to March 2, 2011 at 4:00 pm.

REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Connecticut's Insurance Exchange Planning Grant

Addendum #4
February 23, 2011

Vendor Questions: RFP Exchange Planning Grant Posted February 23, 2011	
	Questions 5-10 Grouped
Q:5	Scope of Services Item #2 – What access will the vendor have to the carriers for survey? Will the vendor be limited to a questionnaire format or can vendor conduct structured interviews? Will the vendor be limited to carriers or specific health plan types due to regulatory authority (i.e., all products, all carriers)? How many carriers and what markets (i.e., small group, non-group) do they sell products?
Q:6	Scope of Services, Task 2. Does the State have statutory or regulatory authority to compel the carriers to respond to a survey, and will the State exercise that authority in support of this survey effort of health insurance carriers?
Q:7	Scope of Services, Task 3. Is the State open to various survey methods, including but not limited to written, phone and focus groups to reach the small employer market? Does the State have a preferred approach? In addition, Task 3 requires the consultant's research to "project the possible impact that certain policy decisions may or may not have for the small employer." Would the State please elaborate on the policy decisions that are to be considered?
Q:8	Scope of Services Item #3 – Will the State provide the name/address/contact information of the small employers? Is the vendor limited to a particular methodology (i.e., web-based, paper, in-person)? Does the State have the “universe” size of all small employers by number of employees or will the State provide a sample to the vendor?

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Q:9	What information is available on the individual, small group, and large group employer health insurance markets in the state of Connecticut? For example, are the following available (if so, please indicate whether they are available for the individual, small group and/or large group markets): - The number of different plans sold and enrollment in each; - Summary of benefits schedule for each plan; - Average premiums by firm size for each plan in the small group market, and average premiums by age group for each plan in the non-group market, and the maximum and minimum premium within each rating group; - MLR by plan; - Plan factors for rating purpose, or pay to allowed value; - Market share by carrier; - Enrollment by carrier and health benefit plan; - Rate filings (premium level, by benefit plan); and - Benefits by health benefit plan (copays, deductibles, covered services, not covered services, etc.)
Q: 10	Assuming comprehensive information is not already available for the health insurance market; will the contracted firm be able to develop a survey that health plans would be required to fill out? If so, how would the State enforce the requirement for health plans to fill out the survey?
A: 5-10	The contracted firm is expected to determine whether survey(s) are the best method to collect the needed information to meet the broad policy objectives of this RFP. As such, the survey method would be at the vendor's discretion. The State does not have regulatory authority to require any groups to respond to such a survey for this project. The contracted firm is also expected to determine the appropriate scope and target audience of any surveys or other data collection methods, to raise relevant policy decisions, and to identify the appropriate sources for related information that may be needed. As described in section 4a of the Required Format for Proposals (Statement of Work), the State is looking to bidders to utilize their expertise in responding to this RFP and anticipates that bidders will propose the most appropriate methods and strategies to provide information that will assist the State in making meaningful decisions. Per RFP Section 4a: "Bidders must realize that the Scope of Services represents the minimum research that must be conducted and it is strongly encouraged for bidders to propose other options as appropriate to achieve the same results, based on their experience."
	Questions 11-30 Grouped
Q:11	Scope of Services Item #4(d) – Does the State have access to premium "prices" for the two markets or is this data to be collected? Will the State provide the data to the vendor or will the vendor need to collect this data?

Exchange RFP Questions and Answers

Q:12	Scope of Services Item #4(g) – What level of data is available regarding type of mandates?
Q:13	Scope of Services Item #5 – What data will be available to the vendor regarding the large employer, especially if they are self-funded and other plan design information?
Q:14	Scope of Services Item #6 – How will the vendor obtain information and input to the other health system initiatives and would necessary data/information be available to the vendor?
Q:15	Page 3, Scope of Services, Task 4.c. While actuarial modeling can be a useful exercise, we are concerned that a modeling exercise cannot address questions such as Task 4.c., the impact of the exchange on employer provided insurance, with any degree of certainty. Would the State entertain instead an approach whereby the consultant enumerated a range of possible or potential outcomes and describe the factors that would make one outcome more likely than another?
Q:16	Page 4, Scope of Services, Task 6. Please describe the type of health system initiatives in Connecticut that are expected to be included in the analysis.
Q:17	Page 4, Scope of Services, Task 8. Would the State please describe the level of detail expected from the consultant in delivering services related to Task 8?
Q:18	Page 3, Scope of Services, Task 4.a. Please describe the high risk pools identified in Task 4.a. If the pools were integrated, would the State continue to collect the assessments that help fund the pools?
Q:19	Scope of Services 10b: Should the 2011 FPL levels be used for this analysis of projecting the 133%, 150%, 185% and 200% levels?
Q:20	Regarding the Scope of Services, item 10a: Please provide more definition to the term “eligible adults (current Medicaid).” Do you mean adults who would be eligible under current Medicaid rules but are not enrolled? Or do you mean adults eligible and enrolled (and expected to be eligible and enrolled under current rules in future years)? Please provide more definition to the term “Projected Enrollment (new Medicaid).” Do you mean adults who are newly eligible under Section 2001 (a) of the ACA? Or Do you also mean adults who were eligible under the old rules, but not enrolled and only enroll because of the requirement to be insured under ACA? Please also provide more definition to the terms “Current Eligible Children and Projected Enrollment Children” along similar lines.
Q:21	Regarding the Scope of Work, item 10b: Are you referring to the newly eligible population at section 2001 (a) of the ACA and the option to increase the FPL for that group at 2001 (e)? This would basically be individuals under 65 who are not already required to be covered, not pregnant and not enrolled in Medicare. If not, are you referencing some other part of the ACA?

Exchange RFP Questions and Answers

Q:22	What is the number of health insurance carriers offering health insurance to Connecticut Residents?
Q:23	Does the State have uninsured and underinsured data available or will the State rely upon data developed by the Contractor?
Q:24	Will the State provide the list of insurance carriers to survey?
Q:25	What current information does the Insurance Department have on current plans sold in CT?
Q:26	Does the State anticipate that a survey will need to be fielded by the Contractor to gather information, or is the State to supply the necessary quantitative and qualitative data from existing sources?
Q:27	Please clarify the information requested regarding plan designs and premium levels. Does the State require a detailed listing of every plan offered in the state and all premiums charged, or is the State seeking a broader perspective of plans being offered and premium ranges?
Q:28	Has the State conducted its own state-specific health insurance survey since the OHCA 2006 Household Survey and if so, what is the most recent survey?
Q:29	Can the State make available the data from the OHCA 2006 Household Survey or data from any more recent surveys? Also, can CT make available the most recent years of the BRFSS data set that includes the Connecticut state –specific questions?
Q:30	Has the State issued any reports or issued papers on the issues incorporated in this RFP? If so, can these be provided to prospective bidders?
A: 11-30	The contracted firm is expected to collect all appropriate information and bidders should not anticipate that the State will provide access to specific data. Applicants should use the most currently available data and projections that will be sufficient in determining the impact as requested. The contracted firm is expected to conduct necessary research related to background information about the health care landscape in Connecticut and requirements of the ACA, and to reference all applicable sections of the ACA. <u>The contracted firm is expected to define terms within the RFP in ways that would make the analysis most meaningful.</u> The Department of Insurance will be available to answer questions and provide technical expertise as needed to the selected vendor. The Office of Policy and Management will work with the selected vendor, as needed, to help secure available and accessible data from other State agencies. Bidders <u>are encouraged to suggest alternative approaches and/or to make recommendations regarding the level of detail needed in response to any part of the Scope of Services.</u> As described in section 4a of the Required Format for Proposals (Statement of Work), the State is looking to bidders to utilize their expertise in responding to this RFP and anticipates that bidders will propose the most appropriate methods and strategies to will provide information that will assist the State in making meaningful decisions. Per RFP section 4a: “Bidders must realize that the Scope of Services represents the minimum research that must be conducted and it is strongly

Exchange RFP Questions and Answers

	encouraged for bidders to propose other options as appropriate to achieve the same results, based on their experience.”
Q:31	These two items (organizational and governance structure and associated costs/risks) are identified as objectives of the project, but are not included in the Scope of Services or Deliverables. Will these objectives be accomplished separately by the State or is the Contractor expected to include these in its efforts?
A:31	These items are not included in the deliverables identified in the Scope of Service.
Q:32	The Statement of Work Section 4 requires the final report to be submitted by September 1, 2011. If the anticipated project start date of May 1, 2011 is delayed, will the due date for the final report likewise be delayed.
A:32	This process will be discussed with the selected vendor.
Q:33	Can the data and information gathered by the Sustinet Health Partnership Board of Directors and the CT Health Care Reform Advisory Board be made available to proposers so as not to duplicate any data collection made to date by these (and other) entities?
A:33	The final report from the CT Health Care Reform Advisory Board is available online at http://www.ct.gov/dph/lib/dph/final_report_advisory_brd_june2010.pdf . Many of the data sources utilized are identified in Appendices B and C. Information about the Sustinet process is available online as well, at http://www.ct.gov/sustinet . Sustinet would need to be contacted directly for information beyond what is available on their website.
Q:34	Scope of Services 1: Please elaborate on what is meant by “government-sponsored coverage.”
A:34	Government-sponsored coverage includes all state and federal health insurance programs applicable to Connecticut residents.
Q:35	Is there a budget associated with this project?
A:35	See Exhibit B, Cost Proposal Form.
Q:36	Is the cost proposal to be included as a part of the overall proposal or submitted under separate cover?
A:36	The cost proposal is a part of the overall proposal and each bidder must complete and submit a cost proposal form (Exhibit B) with their submission.
Q:37	Will the State provide a copy of its Planning Grant to aid vendors in the proposal development process?
A:37	The Planning Grant is available on the OPM website. http://www.ct.gov/opm/cwp/view.asp?a=3072&q=471284

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Q:38	Has the State engaged any other contractors to perform analyses of similar health reform-related issues? If so, can the names of the contractors, a general description of the work which they were engaged to perform and any resulting reports be provided to prospective bidders?
A: 38	OPM has not engaged other such contractors.
Q:39	Required Format for Proposals. May the proposals be printed on both sides of a page, or should all proposal copies be single-sided?
A:39	Proposals should be single sided.
Q:40	Required Format for Proposals, Section 3.b. If the bidder is using a subcontractor, must the subcontractor's relevant experience also be included in this section of the proposal?
A:40	Please see Section 3 (Individual or Organizational Profile) subsection a (Qualifications) under the Required Format for Proposals. Please reference Question/Answer # 76.
Q:41	Required Format for Proposals, Section 3.c. Should the organization chart describe the bidder's organizational hierarchy, or describe the project team for this engagement? If the former, are organization charts required for each subcontractor?
A:41	While not required, an organizational chart for the project team would be helpful to include. Organization charts are not required for subcontractors.
Q:42	Required Format for Proposals, Section 4.c. Please provide additional detail on the requested communications plan. Should this be a freestanding document or a narrative discussion to be included in the proposal?
A:42	The communications plan is part of the Statement of Work.
Q:43	Required Format for Proposals, Section 8. Please confirm if the Consulting Agreement Affidavit and Affirmation of Receipt of Summary of State Ethics Laws are required for this RFP's scope of work.
A:43	They are required for the RFP but as described in the first section of "Required Format for Proposals" are not part of the 80 page narrative. These forms need to be submitted as a part of the RFP proposal package.
Q:44	Regarding the RFP Conditions, item L: Is it a valid assumption that any demonstrations, interviews, presentations or further explanation to the RFP Selection Committee will take place the week of March 28th as inferred in RFP Section RFP Procedures, Item K, page 7?
A:44	Should such a meeting be appropriate, it would likely be held the week of March 28th, as indicated in sections K and M of the RFP Procedures.
Q:45	Please clarify what is meant by not using material dependent on color distinctions as outlined on page 11 under Required Format for Proposals.

Exchange RFP Questions and Answers

A:45	Materials should be distinguishable in black and white.
Q: 46	The Contractor is required to deliver insurance certificates which “shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.” Our insurers will not guarantee 30 days’ notice of cancellation, termination or alteration for anyone other than our company, the primary insured. However, we will agree to provide such notice to the State should it ever become necessary. Can this requirement be modified to allow such notice from the Contractor as an acceptable alternative?
A: 46	OPM would have to take this question up with the Office of the Attorney General and the State’s Insurance Risk Manager. If any changes were to be made, they would be subject to the approval of the Office of the Attorney General and the State’s Insurance Risk Manager.
Q:47	If a proposer would like to request additional terms and conditions that would modify the State’s Standard Contract Language, when would it be appropriate to present those for review and approval by the Attorney General’s office?
A:47	See Addendum #2, February 14, 2011 posting to website. www.ct.gov/opm . Please reference Answer #4.
Q:48	Based upon the requested services, it seems as though this RFP is not for a “large state construction or procurement contract.” Can the State confirm that the requirements of Connecticut General Statutes 1-101qq do not apply to bids in response to this RFP or the resulting contract?
A:48	Correct. It does not apply.
Q:49	Under Section 2, Proposer Information, are any of the forms listed required for subcontractors?
A:49	No forms under section 2 are required from subcontractors.
Q:50	Is subcontracting with a minority owned business a “pass / fail” requirement? How will that participation be valued in the proposal evaluation process?
A:50	Subcontracting with a minority owned business is not a pass/fail requirement. The commitment to Affirmative Action is one of the criteria in proposal evaluation.
Q:51	If the contractor has proposed contract modifications for the state to consider, where in the proposal can those be submitted?
A:51	See Addendum #2, February 14, 2011 posting to website. www.ct.gov/opm . Please reference Answer #4.
Q:52	RFP Conditions, Letter S., RFQ page 11 indicates that the bidder “expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit A.” a) Please advise whether this acknowledgement should take place in the form of a completed, signed Gift and Campaign Contribution Certification Form. The RFP indicates that this form (Form 1) is available at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

Exchange RFP Questions and Answers

	If this is correct, please indicate where in the proposal this form must be placed. b) If the above referenced form is not the correct form, please advise whether there is a form that bidder should use to express this acknowledgement and advise where that form can be obtained. Please also indicate where in the proposal this form must be placed. c) If there is no form, then please indicate where in the proposal the acknowledgment must be placed.
A:52	Section 7, Paragraph Z of the standard contract states that the Gift and Campaign Contribution Certification form is filed at the time of contract execution. The OPM Vendor/Bidder Profile Sheet acknowledges the receipt of the State Elections Enforcement Commission's notice.
Q:53	Please indicate whether Form CO-802A should be included as part of the bid or whether this form is only required as a part of contract award and the contracting process. If this form is required in the bidder's proposal, please also indicate where in the proposal this form must be placed.
A:53	Form CO-802A is not part of the bidder's proposal.
Q:54	Please indicate whether the Nondiscrimination Certification Form should be included as part of the bid or whether this form is only required as a part of contract award and the contracting process. If this form is required in the bidder's proposal, please also indicate where in the proposal this form must be placed.
A:54	The Nondiscrimination Form is not required as part of the bid; it is required prior to contract execution.
Q:55	General Question. Is the State willing to consider exceptions to the Standard Contract Language? If so, where should bidders include the exception request?
A:55	See Addendum #2, February 14, 2011 posting to website. www.ct.gov/opm . Please reference Answer #4.
Q:56	Page 10, RFP Conditions, Letter O indicates, "The proposer accepts the State's Standard Contract Language." Is it the State's view that submission of a RFP response constitutes an offer from the bidder to contract with the State on the terms set forth in the Standard Contract Language, i.e., if terms and conditions or any other part of the contract are not successfully negotiated to our mutual satisfaction, is it the State's view that the bidder would be bound to provide the services in its proposal?
A:56	This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State 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 State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability 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 State and by the Attorney General's Office. The State includes its Standard Contract language in the RFP packages in order to make it clear that all potential

Exchange RFP Questions and Answers

	bidders will accept the State's Standard Contract language prior to the submission due date and prior to the State's selection process.
Q:57	Please provide the criteria and the weights that will be used in scoring the bids.
A:57	The Office of Policy and Management will not release the actual scoring tool prior to the completion of the selection process and the consummation of a fully negotiated contract. As indicated in the RFP regarding evaluation criteria (emphasis added): The following criteria shall be those utilized in the selection process. They are presented as a <u>guide</u> for the proposer in understanding the State's requirements and expectations for this project and <u>are not necessarily presented in order of importance.</u>
Q:58	Please provide a list of the names of vendors who submitted a letter of intent.
A:58	Letters of intent were not required for the Exchange Planning RFP so this list is not all encompassing. The vendors who submitted letters include: Milliman, Mercer, Wakely Consulting Group, First Data Government Solutions LP, Price Waterhouse Cooper, Berkeley Research Group
Q:59	Please confirm that the contractor will be reimbursed per completion of each deliverable, and not on a per hour basis.
A:59	The selected contractor will not be reimbursed on a per hour basis.
Q:60	Will the State compensate the Contractor for the individual items detailed on the cost form, or is this level of detail for informational and evaluation purposes only? In other words, will this contract be for a fixed price per deliverable or for time and materials associated with that deliverable?
A:60	This is subject to contract negotiation.
Q:61	Provide a description of what the 'detailed budget narrative' should contain.
A:61	See Exhibit B, Cost Proposal Form.
Q:62	Please specify any specific costs for this procurement that should be designated as pass through and not included in the proposal price.
A:62	There should be no specific costs designated as pass through costs. All costs should be included in the proposal price.
Q:63	Confirm that you will accept a Microsoft Word version 2003 or a PDF file of our responses
A:63	Please reference the Required Format for Proposals section of the RFP.
Q:64	Please describe what is required as 'evidence of....service facilities...' per RFP Condition Item J

Exchange RFP Questions and Answers

A:64	Bidders are expected to provide the location(s) of where the contract services shall be performed. Such services shall include the location of where work products will be generated, and shall include, but not limited to, the location of documents, data (paper and electronic), research, analyses, etc. related to any negotiated contract.
Q:65	Will you accept smaller font size for tables, exhibits, and resumes?
A:65	10 pt font size used in tables, exhibits and resumes would be accepted.
Q:66	Will you accept the Conflict of Interest disclosure statement in the transmittal letter?
A:66	Please reference the Required Format for Proposals section of the RFP.
Q:67	Please confirm that the Section 9 Additional Data Section will not be included in the 80 page limit requirement.
A:67	The Additional Data section is not included in the 80 page limit.
Q:68	Confirm that the personal service agreement form within the RFP does not need to be completed, but is included as a sample.
A:68	Bidders do not need to complete the personal agreement form attached to the bidder package; it is simply a sample. Again, this RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State 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 State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability 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 State and by the Attorney General's Office. The State includes its Standard Contract language in the RFP packages in order to make it clear that all potential bidders will accept the State's Standard Contract language prior to the submission due date and prior to the State's selection process.
Q:69	Can you please further explain what you are looking for in #10.c under Scope of Services? The item currently states, "Provide an assessment of the impact on the Exchange of CHIP".
A:69	Under #10c under the "Scope of Services" we are looking for an analysis of how many individuals might end up applying through the Exchange who might be determined to be eligible for the CHIP program".
Q:70	Can baseline data be made available to bidders (or a source document) of the current eligible adult Medicaid populations and the current eligible children in CHIP?

Exchange RFP Questions and Answers

A:70	The selected vendor would need to consult with the Department of Social Services regarding the availability of baseline data for the current eligible adult Medicaid populations and the current eligible children in CHIP. However, the Office of Policy and Management will help facilitate discussions with other State agencies regarding the availability of data.
Q:71	Will Documentation of the existing Medicaid eligibility system be available?
A:71	Documentation of the existing Medicaid eligibility system will be available.
Q:72	Is there a need to assess the existing CHIP eligibility system as well?
A:72	Yes, there is a need to assess the existing CHIP eligibility system.
Q:73	Does CT have plans to modify or rebuild its Medicaid eligibility system using the 90% reimbursement available from the federal government? If so, how would the timing of this project fit with the Exchange technology development?
A:73	Currently CT does have plans to pursue a replacement eligibility system using the proposed CMS 90/10 funding. Governor Malloy included dollars in his biennium budget to procure a contractor to assist DSS with the planning for a replacement to the existing eligibility system. Once the planning activities have been completed and a decision is made to pursue a new eligibility system, the timing will be such that the CT Exchange and the new DSS eligibility system could be occurring simultaneously. There will be a strong need for structure and careful coordination.
Q:74	Are there any existing Stakeholder entities and processes for proposers to consider in preparing responses? For example, what availability and access to representation for the DOI can the winning vendor assume?
A:74	The selected vendor can assume that Department of Insurance staff will be available to answer questions and provide technical expertise as needed.
Q:75	Page 12, Section 3. e. Requires letters of reference. Is it allowable to include a letter of reference from a State of Connecticut employee? Is it acceptable to provide more than three letters? If so, will additional letters be considered in the evaluation or only the first three?
A:75	An applicant can submit a letter of reference from a State of Connecticut employee as long as that employee represents a recent client of the applicant. It is acceptable to provide more than three letters of reference but submitting more than three letters of reference will not be considered as part of the evaluation of the applicant's proposal.
Q:76	Page 12, Sections 3.d and e. Must the financial condition of every subcontractor be discussed or only the primary bidder? Are references needed for each subcontractor? If yes, how many references should be provided for each subcontractor?

Exchange RFP Questions and Answers

A: 76	See reference to Question/Answer # 40. Also, Section 3a of the RFP notes that “If a bidder intends to subcontract specific services, the bidder should describe the qualifications of the subcontractor and include sufficient information to establish the subcontractor’s expertise in the subject area.” In order to meet the specifications of this section of the RFP, it is expected that each bidder provides references and sufficient background data that fully explains the financial condition of the bidding entity and each key subcontractor as the particulars of each bid may dictate. Furthermore, the State reserves the right to request any additional background information regarding potential subcontractors during the selection process if the State deems it necessary to adequately evaluate each proposal.
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BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Connecticut's Insurance Exchange Planning Grant

Addendum #3

February 22, 2011

Release of answers to questions received regarding this RFP. Please be advised that the date for the release of the answers to questions submitted in response to this RFP has been extended to Thursday, February 24, 2011.

REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Connecticut's Insurance Exchange Planning Grant

Addendum #2
February 14, 2011

**Questions and Answers Received Through
Thursday, February 10, 2011**

Question 1: If an applicant were to bid on the Planning Grant RFP, would the applicant be precluded from bidding on an RFP that may result from the findings of the planning work?

Answer 1: A successful applicant under the Planning Grant RFP shall be precluded from bidding on future RFP's that derive directly from the findings of the Planning Grant RFP work. However, applicants wishing to bid on future Exchange RFP's not derived directly from the findings of the Planning Grant RFP work, are subject to approval by the appropriate State authority.

Question 2: Can a State agency respond to the RFP?

Answer 2: A State agency is not precluded from submitting an application under this Request for Proposal (RFP). However, such State agency should consult their own State statutes, internal procedures and available resources to determine if they are capable to bid on RFPs issued by other State agencies.

Question 3: Item D of the RFP Procedures has conflicting information about the submission format of the letter of intent. Please indicate the intended method of receiving the letter of intent.

Answer 3: An Applicant may submit the letter of intent via email by attaching a PDF image of an original letter with signature. An Applicant may also submit the letter of intent via regular mail. The deadline for receipt of the letter of intent by the Official State Contact is the same regardless of the means of submission.

Question 4: Section O of the RFP Conditions states that "The proposer accepts the State's Standard Contract Language". Section P of the RFP Conditions indicates that the contract may be amended only by means of a written instrument signed by the State, the proposer, and the Attorney General's office. Related to these items, please comment on the ability to make changes related to the following:

- A. Section G requires the contractor to indemnify the State for any actions that arise for any reason, regardless of whether the cause had anything to do with the contractor's work. Would the State be willing to consider a modification that limits the indemnification to acts of gross negligence by the contractor?
- B. Will the State consider allowing some form of dispute resolution language?
- C. Will the State consider any form of limitations on liability?

Answer 4: Typically, the Office of Policy and Management and the Office of the Attorney General do not allow modifications to be made to the State's existing Standard Contract Language. If any changes were to be made, they would be subject to the approval of the Office of the Attorney General.

REQUEST FOR PROPOSALS (RFP)
BY
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Connecticut's Insurance Exchange Planning Grant

Addendum #1

February 9, 2011

Amendment to RFP Procedures Section M. - Timeline.

Written answers to questions will be released **when available but not later than** February 22, 2011.

LEGAL NOTICE

Request for Proposals for Services

The State of Connecticut, Office of Policy and Management, is seeking proposals to conduct research and data analysis to determine the impact of health care reform and potential policies of a health insurance exchange for the individual and small employer markets.

The intent of the request is to identify individuals or firms with the necessary expertise to provide research and data analyses within a stated timeframe.

The request for proposals is available online at <http://das.ct.gov/cr1.aspx?page=12> and www.ct.gov/opm/rfp or from Alexis Fedorjaczenko, Office of Policy and Management, Policy Development and Planning Division, 450 Capitol Ave., MS#52LTC, Hartford, Connecticut 06106-1379. E-mail: alexis.fedorjaczenko@ct.gov. Telephone (860) 418-6318, Fax (860) 418-6495. Deadline for response submission is 4:00 P.M., March 1, 2011.

TO BE PUBLISHED IN

- THE HARTFORD COURANT AND THE NORTHEAST MINORITY NEWS AND/OR THE NORTHEAST AGENT
- OPM WEBSITE
- DAS WEBSITE

REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Connecticut's Insurance Exchange Planning Grant

Project Overview

Summary

The State of Connecticut, Office of Policy and Management (hereinafter State) is seeking a proposer to conduct research and data analysis to determine the impact of health care reform and potential policies of a health insurance exchange (hereinafter Exchange) for the individual and small employer markets. This research includes economic, actuarial and financial modeling, survey and data collection of small employers and insurance carriers; an assessment of interface issues between Medicaid and the Exchange; and an assessment of a multi-state exchange.

Background

Health Care Reform legislation, the Patient Protection and Affordable Care Act (ACA), was signed into law in March, 2010 with a number of broad goals, including increasing access to affordable health coverage and reducing the number of uninsured. Specifically, the ACA includes provisions requiring each state to consider whether operating a state-wide Exchange(s) for the individual and small employer markets is a reasonable option. An Exchange has been described as a competitive marketplace for health insurance purchasing and would offer a choice of health plans, establish common rules regarding the offering and pricing of insurance, and provide information to help consumers better understand the options available to them. It would be utilized as an entry point for coverage of people at all income levels--those that are eligible for tax credits to offset premium and cost sharing amounts of Exchange coverage; those eligible for Medicaid or the Children's Health Insurance Program (CHIP); and unsubsidized individuals who want to purchase coverage through the Exchange.

Connecticut was recently awarded an Exchange planning grant from the federal government funded through the ACA. The objective of the planning grant is to determine whether Connecticut should establish an Exchange and if so, to provide the modeling and analysis necessary for policy development and implementation strategy formation. In Connecticut, approximately 10% of the total State population (335,000 individuals) does not have health insurance. With federal health care reform in 2014, most of Connecticut's uninsured will become eligible for Medicaid or for subsidized participation in an Exchange.

Objective

Key to establishing policy direction and implementation strategy for an Exchange is a baseline understanding of the advantages and disadvantages of allowing individuals and small firms to access coverage that is portable, choice-based and tax advantaged. Understanding the variables and complexities in organizing a new health insurance marketplace as well as the dynamics of driving system affordability and improving the quality of health care delivery systems is vital to Connecticut's Exchange planning processes. To this end, answers to the following significant policy questions, as well as others, will need to be addressed:

1. What will be the most ideal organizational and governance structure for Connecticut's Exchange (e.g., state agency; non-profit entity; public-private arrangement; or federally operated)?
2. What are the associated costs and risks of each of the options of organizational structure?
3. Should Connecticut develop two Exchanges: one for the individual market and one for the small employer market?
4. What would be the impact if one Exchange is developed that merges the individual and small employer markets; and what are the advantages and disadvantages of this approach? What impact will this decision have on coverage and costs across the entire market and how will it affect enrollment in coverage through the Exchange?
5. What are the advantages and disadvantages to redefining the small group market Exchange from its current 50 employees up to 100 employees?
6. Should Connecticut consider participation in a multi-state Exchange; and what are the advantages and disadvantages?
7. Should the existing high risk pools be integrated in the non-group market Exchange or maintained separately?
8. What will be the impact on enrollment and costs for the Medicaid program?
9. What is the impact to the markets if the Basic Health Plan option is considered for Connecticut?
10. What will be the projected percent of population with health insurance?
11. What would be the potential effect if the large employer market (>100 employees) seeks participation in the Exchange?

These services are authorized in accordance with the Office of Policy and Management's Health Insurance Exchange Planning Grant received from the federal government.

SCOPE OF SERVICES

The services to be provided shall include the tasks associated with providing the State of Connecticut the necessary research, surveys, modeling and data analysis to enable policy planning and development for the implementation of an Insurance Exchange marketplace. Data collection will include, but not be limited to, population projections, insurance status and coverage sources, profile and identification of multiple insurance markets, how eligibility may change due to the ACA, and coverage sources for both insured and uninsured individuals. Specifically, the contractor shall be required to provide, but is not limited to, the following deliverables:

1. Provide an assessment of the State's uninsured and underinsured population under the various types of coverage, including government sponsored coverage.
2. Conduct a survey of the health insurance carriers that offer coverage to Connecticut residents. This data should include, at a minimum, plan designs being sold, premium levels and the number of enrollees in each market segment (group and non-group).
3. Conduct a survey of the small employer market (<50 and 50-100 employees) to identify current and anticipated future benefit design needs and other issues. This research must project the possible impact that certain policy decisions may or may not have for the small employer. It may include tax credit and hiring decision impacts and whether employers will offer coverage and whether they will purchase it in or out of the Exchange.
4. Conduct economic and actuarial modeling and analyses to project trends such as the number of newly insured, the impact of certain market changes on premium levels and the implications of different policy questions such as:
 - a. To integrate high risk pools in the non-group market or maintain high risk pools separately;
 - b. Advantages and disadvantages of expanding the definition of small group from 50 to 100 employees prior to 2017;
 - c. Impact of an Exchange on employer provided insurance and specifically the impact of employer penalties and tax credits by the different scenarios;
 - d. Implications for pricing in the small and non-group markets and the implications of merging the markets;
 - e. Impact of the individual mandate to purchase health insurance and its influence on the market and the assumptions made in that regard with respect to the models;
 - f. Impact to markets and the Exchange if the Basic Health Plan option is considered;

- g. The cost of Connecticut benefit mandates that are above the federal essential benefits in the context of a revised insurance market;
 - h. Impact of the Exchange on insurer profitability and potential market exit; and
 - i. Impact of the Exchange on household budgets.
- 5. Analyze the effect if the large employer market (>100 employees) seeks participation in the Exchange after 2017.
- 6. Analyze the impact of the Exchange in regards to interaction with other health system initiatives in Connecticut.
- 7. Develop a financial model for the Exchange (cash flow) to understand the administrative charges necessary to be financially self-sustaining by January 2015 and offer recommendations regarding the options to receive such charges.
- 8. Assess the technical requirements and development of specifications for accounting and financial system functions for the Exchange.
- 9. Assess the existing Medicaid eligibility system and identify interface issues and necessary requirements for integration with the Exchange information technology (IT) infrastructure.
- 10. Provide an impact study of the Medicaid program on the Exchange specifically addressing, but not limited to, the following areas:
 - a. Provide projections beginning in fiscal year 2014 through 2020 for the following categories of individuals and provide an assessment on the impact on the Exchange. Break out in categories of:
 - i. Eligible Adults (current Medicaid)
 - ii. Projected Enrollment (new Medicaid)
 - iii. Current Eligible Children
 - iv. Projected Enrollment Children
 - b. Provide analysis of the impact of a Federal Poverty Level (FPL) increase under Medicaid to 133%, 150% 185% and 200% of FPL in the Exchange. Specifically include for each FPL increase:
 - i. FPL%
 - ii. Projected population total
 - iii. Currently eligible
 - iv. ACA Eligible
 - c. Provide an assessment of the impact on the Exchange of the CHIP.
- 11. Analyze the advantages and disadvantages of a Connecticut statewide Exchange versus a multi-state Exchange.

Deliverables

The outcome of this planning grant will provide Connecticut the necessary information to facilitate effective policy making. It will provide key insights and understanding to a complex, multifaceted initiative. The deliverables below are described in more detail in the Scope of Services section above. Each proposer must, at a minimum, address and provide each of the tasks identified below and in the Scope of Services section.

Project Deliverables
1. Assessment of the uninsured and underinsured population in Connecticut.
2. Survey and analysis of the current insurance market.
3. Survey and analysis of the small employer market.
4. Analysis of economic and actuarial models.
5. Analysis of the large group employer market participation in the Exchange.
6. Analysis of the impact of other health system initiatives on the Exchange.
7. Development of a financial model for the Exchange to achieve sustainability.
8. Assessment of the technical requirements and specifications for Exchange accounting and financial system functions.
9. Assessment of the existing Medicaid eligibility system and identify interface issues and necessary requirements for integration with the Exchange IT infrastructure.
10. Provide an impact study of the Medicaid program on the Exchange specifically addressing the areas of enrollment change and associated costs, analysis of the federal poverty level increase, and impact to CHIP.
11. Analysis of the advantages and disadvantages of a Connecticut statewide Exchange versus a multi-state Exchange.

For purposes of satisfying C.G.S. Section 4-252(e)(1), the State began planning for this procurement on January 3, 2011.

CONTRACT PERIOD

The State anticipates that the successful proposer will commence work on or about May 1, 2011 and continue until September 29, 2011. The contract may, upon mutual consent, be extended.

CONTRACTOR QUALIFICATIONS

Eligible proposers will be those consultants, companies, and institutions that have a demonstrated track record in analysis related to health care reform and health care insurance, research design, modeling statistical analysis, and reporting out in a logical and meaningful format. Bids shall include evidence of bidder's current and past experience in any of the areas of expertise identified as necessary in this Request for Proposal as well as experience working with the public sector.

SUBMISSION DEADLINE

The due date for proposals is 4:00 pm on Tuesday, March 1, 2011. Proposals must be received in the required packaging and labeling at the Office of Policy and Management, 450 Capitol Avenue, Hartford, CT 06106 (ATTN: Alexis Fedorjaczenko) not later than the deadline. Late submissions will not be accepted.

No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.

RFP PROCEDURES

A. *Official State Contact.* The State contact person for the purpose of this RFP is:

Alexis Fedorjaczenko
Health Care Analyst
Office of Policy and Management
Policy Development and Planning Division
450 Capitol Avenue
MS#52LTC
Hartford, Connecticut 06106-1379
Telephone: 860-418-6318
Facsimile: 860-418-6495
E-Mail Address: alexis.fedorjaczenko@ct.gov

All communications with the State regarding this RFP must be directed to the Official State Contact.

- B. *Proposer's Authorized Representative.* Proposers must designate an authorized representative and one (1) alternate. Provide the name, title, address, telephone and facsimile numbers, e-mail address, and normal working hours for each representative. This information must be submitted to the Official State Contact with the RFP submission.
- C. *Communications Notice.* All communications with the State or any person representing the State concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.

- D. *Letter of Intent.* Proposers intending to respond to this RFP are asked, but not required, to submit a letter of intent by e-mail to the Official State Contact by 4:00 p.m. on Monday, February 14, 2011. As the State requires the signature of the proposer, a letter of intent may not be sent by e-mail. Submission of a letter of intent does not obligate a proposer to submit a proposal.
- E. *Inquiry Procedures.* All questions regarding this RFP and submission requirements must be directed, in writing, to the Official State Contact by Friday, February 18, 2011. Proposers are required to limit their contact regarding this RFP to the person named herein. Written responses to all questions received will be posted to the Office of Policy and Management website at <http://www.ct.gov/opm/rfp> and if applicable, will be forwarded to all proposers who have submitted a letter of intent as described in D. above by Tuesday, February 22, 2011.
- F. *Resource Library.* General information about Connecticut's Exchange Planning Grant can be found on: <http://www.ct.gov/opm/cwp/view.asp?a=3072&q=471284>.
- G. *Packaging and Labeling Requirements.* All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official State Contact. The name and address of the proposer must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) and 8 copies of the proposal must be submitted. The proposal must be signed by the proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile may not be accepted or reviewed.
- H. *Proposals Due.* An original and 8 copies as well as an electronic version of proposal in software compatible with Microsoft Word 7.0 must be received no later than 4:00 pm on March 1, 2011.
- I. *Minimum Submission Requirements.* At a minimum proposals must be (1) submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
- J. *Selection Committee.* A Selection Committee comprised of State staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.
- K. *Meetings with Proposers.* At its discretion, the State may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the State decides meetings are warranted, the Official State Contact will contact proposers to make an appointment. Any such meetings are tentatively scheduled for the week of March 28, 2011.

- L. *Contractor Selection.* It is the State's intention to notify the successful proposer on or about Friday, April 8, 2011 and to initiate this engagement as soon as possible thereafter.
- M. *Timeline.* The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the submittal deadline are target dates only.

February 1, 2011	RFP Released
February 14, 2011, 4:00 P.M.	Letter of Intent Due (Optional)
February 18, 2011	Deadline for Questions
February 22, 2011	Written Answers to Questions Released
March 1, 2011, 4:00 P.M.	Proposals Due
Week of March 28, 2011	Meetings with Proposers (Optional)
April 8, 2011	Contractor Selection
April 11, 2011	Start of Contract Negotiations
May 1, 2011	Start of Contract

RFP CONDITIONS

All proposers must be willing to adhere to the following conditions and must positively state this in the proposal by completing the **OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)**.

- A. 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.
- B. All proposals in response to this RFP are to be the sole property of the State. Proposers are encouraged **NOT** to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut 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. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the proposal and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, however, 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. As set forth below, the proposer has the burden of establishing the availability of any FOIA exemption in any

proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the proposer submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the proposer and shall accompany the proposal. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- E. The proposer's proposal shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.
- G. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.
- H. The personnel identified in the proposer's response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the State, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the State. At its discretion, the State may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the State.
- I. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- J. A proposer must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

- K. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.
- L. Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- M. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the proposer's proposal preparation.
- N. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- O. The proposer accepts the State's **Standard Contract Language**.
- P. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State 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 State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability 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 State and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by the State, the proposer, and the Attorney General's Office.
- Q. Pursuant to Connecticut General Statutes § 4a-81, bids or 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 bid or proposal. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. 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 Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

- R. Pursuant to Connecticut General Statutes § 1-101qq, bids or proposals for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such proposer have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Connecticut General Statutes § 1-101qq, the proposer shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The proposer shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The proposer shall supply such affirmations to OPM promptly.
- S. With regard to a State contract as defined in P.A. 07-1 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 this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit A.

REQUIRED FORMAT FOR PROPOSALS

All proposals must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a proposal.

- Font Size: 12 pitch
- Font Type: Times Roman
- Margins: 1" minimum on the top, bottom, and sides of all pages
- Maximum number of pages: 80 not including Section 1, Table of Contents; Section 2, Proposer Information; Section 3d, Financial Condition; Section 3e, References; Section 5b, Resumes of Key Personnel; Section 7 Conflict of Interest; and Section 8, Affidavits.
- **DO NOT** use material dependant on color distinctions, animated electronics, etc. in submissions.

- Number of Copies: An original and 8 copies of the proposal must be received no later than 4:00 p.m. on March 1, 2011.
- One (1) Electronic Version. Format: Microsoft Word 7.0 or compatible software.

Section 1 – TABLE OF CONTENTS

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

Section 2 – PROPOSER INFORMATION

Complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time.

- a. **OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)**
- b. **Agency Vendor Form (SP-26NB)**
- c. **W-9** available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- d. Contract Compliance Package:
 - **Notification to Bidders Form**
 - **Bidder Contract Compliance Monitoring Report**

Section 3 - INDIVIDUAL OR ORGANIZATIONAL PROFILE

- a. *Qualifications.* Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP. If a bidder intends to subcontract specific services, the bidder should describe the qualifications of the subcontractor and include sufficient information to establish the subcontractor's expertise in the subject area.
- b. *Summary of Relevant Experience.* Provide a listing of projects that the proposer has completed within the last three (3) years in the subject area with emphasis on activities relevant and related to the proposed project. Additionally, please list any contracts in the last three (3) years between the proposer and any agency of the State of Connecticut.
- c. *Organization Chart.* Provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. *Financial Condition.* If the proposer is a firm or corporation, include the two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a proposer has been in business for less than two years, such proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
- e. *References.* Include three (3) letters of reference from recent clients. Provide the following information for each reference: name, title, name of company, company address, and telephone number.

Section 4 - STATEMENT OF WORK

- a. *Work Plan.* Provide a detailed, task-oriented breakdown for each activity/task in the Scope of Services and Project Deliverables. Bidders must realize that the

Scope of Services represents the minimum research that must be conducted and it is strongly encouraged for bidders to propose other options as appropriate to achieve the same results, based on their experience. Include all conceptual alternatives briefly describing any alternative methods for the development of models that have been used in other states. Proposers wishing to add activities/tasks to those specified in the Scope of Services must show the additions as separately numbered activities/tasks.

- b. *Methodologies.* Provide an overview of how bidder will collaborate with the State while designing and analyzing the various components of this project. Identify data sources and baseline information that will be used in each of the research sections. Include sample size and analysis, survey tools, and what reporting outputs will be produced. Describe how each activity/task will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
- c. *Deliverables.* List and describe the form and content of each project deliverable. Include a communications plan that identifies how the collaboration and reporting processes will be managed in the context of the overall project between the State and the bidder. Specifically, include a description of the approach, content and format to the delivery and communication of the interim and final reporting.
- d. *Schedule.* Due to strict federal deadlines for Exchange planning and development activity, time is of the essence in acquiring the requested research and data outlined in the Scope of Services. To that end, provide a work schedule, organized by deliverable, with anticipated completion dates identified for each activity/task. Identify reporting milestones and timeframes over the projects duration. The final report is due September 1, 2011.

Section 5 – PERSONNEL RESOURCES

- a. *Staffing Plan.* Identify the personnel resources that will be assigned to each activity/task delineated in the work plan above. State the proportion of time that personnel will allocate to each activity/task of the project. Include a job description for each title assigned to the personnel identified.
- b. *Key Personnel.* Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications and work experience in the subject area. [Note: The State must be notified in writing and in advance regarding the departure of any key personnel from the project.]

Section 6 - PROPOSED COST

Include a cost proposal using Exhibit B. *Note: The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed cost.*

Section 7 – CONFLICT OF INTEREST

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.

SECTION 8 – AFFIDAVITS (Consulting Agreement and Summary of State Ethics Laws)

Submit a **Consulting Agreement Affidavit** if the bid or proposal is for a state contract (only to be used with contracts for the purchase of goods and services) with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, attesting to whether any consulting agreement has been entered into in connection with the bid or proposal.

Submit an **Affirmation of Receipt of Summary of State Ethics Laws** if the bid or proposal is for a large state construction or procurement contract having a cost of \$500,000 or more for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

Section 9 - ADDITIONAL DATA

Provide any additional information which the proposer wishes to bring to the attention of the State that is relevant to this RFP.

EVALUATION OF PROPOSALS

A Selection Committee comprised of State staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the proposer in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. **PROPOSED WORK PLAN.** Emphasis will be on grasp of the problems involved, soundness of approach and the quality of the overall proposal including the proposer's ability to complete the activities/tasks and produce the necessary products within the required time frame and within the budget as stated in the proposal.
2. **PROPOSED COST.**

3. *EXPERIENCE, EXPERTISE, AND CAPABILITIES.* Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.
4. REFERENCES.
5. *DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION:*

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) the proposer's success in implementing an affirmative action plan;
- (b) the proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the proposer's promise to develop and implement a successful affirmative action plan;
- (d) the proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (**see Contract Compliance Package**).

RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

The State 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.

EXHIBIT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity,

except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any

candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT B
COST PROPOSAL FORM
CONNECTICUT'S INSURANCE EXCHANGE PLANNING GRANT

Using the format below, provide a budget for each of the deliverables identified in the Scope of Services. Cost proposals must not exceed \$600,000. The bidder is required to provide a detailed budget narrative, which shall not exceed five pages.

Deliverable	Personnel (include job titles and hourly rates in budget narrative)	Fringe	Equipment	Supplies	Travel	Other (specify in budget narrative)	Indirect	Total
Number 1								
Number 2								
Number 3								
Number 4								
Number 5								
Number 6								
Number 7								
Number 8								
Number 9								
Number 10								
Number 11								
Other								
Total								

Name of Contractor

Signature

Title

Date

OTHER INFORMATIONAL
MATERIALS/DOCUMENTS
AND/OR
REQUIRED FORMS

OPM VENDOR/BIDDER PROFILE SHEET

(Form OPM-A-15, Jun-08)

Complete Vendor/Bidder Name	Federal Employer Id Number/SSN
Vendor/Bidder Address	
Contact Person's Name	Telephone Number(s)

AFFIRMATION OF VENDOR/BIDDER

The undersigned Vendor/Bidder affirms and declares:

- 1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP.
☐ YES ☐ NO ☐ No RFP
- 2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.
☐ YES ☐ NO ☐ No RFP
- 3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.
☐ YES ☐ NO
- 4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.
☐ YES ☐ NO

ACKNOWLEDGEMENT OF VENDOR/BIDDER

With regard to a State contract as defined in Public Act 07-1 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 undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

☐ YES ☐ NO

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually	Date
Type or Print Name of Authorized Signator	Title of Signator

IF VENDOR/BIDDER IS A CORPORATION

What is the authority of signator to bind the Vendor/Bidder contractually?

☐ Corporate Resolution ☐ Corporate By Laws ☐ Other **(Please provide a written copy.)**Is your business income reportable to the IRS? ☐ Yes ☐ NoAre you a DAS certified minority owned business? ☐ Yes ☐ No If YES, check all that apply.☐ Women Owned ☐ Black ☐ Hispanic ☐ American Indian☐ Disabled ☐ Iberian Peninsula ☐ Asian ☐ Other

Subject of RFP	Submission Due	Division	Date Issued

Standard Contract Language

- Form CO-802A
- Attachment A
- Attachment B
- Attachment C

PERSONAL SERVICE AGREEMENT
CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

					(1) ☐ ORIGINAL ☐ AMENDMENT		(2) IDENTIFICATION NO. P.S.				
CONTRACTOR	(3) CONTRACTOR NAME						(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☐ NO				
	CONTRACTOR ADDRESS						CONTRACTOR FEIN/SSN - SUFFIX				
STATE AGENCY	(5) AGENCY NAME AND ADDRESS										
CONTRACT PERIOD	(6) DATE (FROM)			THROUGH (TO)		(7) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☐ NEITHER					
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)									(8) REQUIRED NO. OF DAYS WRITTEN NOTICE	
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)										
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.										
(11) OBLIGATED AMOUNT											
(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE		
An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.											
ACCEPTANCES AND APPROVALS						(22) STATUTORY AUTHORITY					
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)						TITLE			DATE		
(24) AGENCY (AUTHORIZED OFFICIAL)						TITLE			DATE		
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES						TITLE			DATE		
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)									DATE		

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Policy and Management (hereinafter "OPM") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and _____, a _____, having its principal offices at _____ (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence on _____ and the duties of the Contractor as set forth in Section 5 of this Agreement shall be completed by the Contractor no later than _____ (hereinafter "end date").

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

State - Wherever the term 'State' is used in this Agreement, it shall include the Secretary of OPM, or his authorized agents, employees or designees.

SECTION 3

CANCELLATION PROVISION

This Agreement may be canceled at will by either party upon _____ days written notice delivered by certified mail.

SECTION 4

NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified mail in the manner set forth in this section. All notices shall be effective if delivered personally or by certified mail to the following addresses:

State: State of Connecticut
Office of Policy and Management
450 Capitol Ave. - MS#
Hartford, CT 06106-1379
Attention:

Contractor:

The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 5 SPECIFICATION OF SERVICES

SECTION 6 COST AND SCHEDULE OF PAYMENTS

The State shall pay the Contractor a total sum not to exceed _____ for services performed under this Agreement.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.

The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 7 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State. Any subcontractor under this Agreement shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years from the expiration of the subcontract.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

The Contractor must incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:

1. Workers' Compensation
2. Employer's Liability

Minimum Amounts and Limits

Connecticut Statutory Requirements

To the extent included under Workers'

Compensation Insurance Policy

3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:
 - a. Bodily Injury Insurance meeting Connecticut statutory requirements; and
 - b. Property Damage Insurance meeting Connecticut statutory requirements.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 4 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor.

Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by 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 Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the

consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

R. Violence in the Workplace Prevention

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM.

BB. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

CC. Large State Construction Or Procurement Contract

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to OPM promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

DD. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. 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 Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

EE. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

FF. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in Connecticut General Statutes § 9-612(g)(1)(2) 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 this Agreement expressly acknowledges receipt of 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. See Attachment C.

GG. Non-Discrimination Certification

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual).

ATTACHMENT B

Guide to the Code of Ethics For Current or Potential State Contractors



2010

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street Suite 205
Hartford, CT 06106

860/263-2400
www.ct.gov/ethics



Citizen's Ethics Advisory Board:

G. Kenneth Bernhard, Chairperson (through September 2011)
Thomas H. Dooley, Vice Chairperson (through September 2012)
Ernest Abate (through September 2011)
Kathleen F. Bornhorst (through September 2012)
Rebecca M. Doty (through September 2011)
General David Gay, (ret.) (through September 2013)
Dennis Riley (through September 2013)
Winthrop Smith, Jr. (through September 2013)
Shawn T. Wooden (through September 2013)

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THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Website, www.ct.gov/ethics.

The OSE is an independent watch dog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (hence forth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

GIVING BENEFITS TO STATE PERSONNEL



Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Website) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. §1-79 (e).

Gift Exceptions There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) –(17) for the complete list.

Token Items – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).

Food and Beverage – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn.Gen.Stat.§1-79 (e) (9).

Training – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn.Gen.Stat.§1-79 (e) (17).

Gifts to the State – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. §1-79 (e) (5).

Other Exceptions – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.

Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. §1-84 (o). A courtesy form is available for this notification on the OSE’s Website, in the “Forms” section.

Necessary Expenses

You may provide necessary expenses to a public official or state employee **only** if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.



Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are **not** necessary expenses. Necessary expense payments also **do not** include payment of expenses for family members or other guests.

Fees/Honorariums

Public officials and state employees may **not** accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84(k).



Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide non-first class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b(f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. §1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. §1-84(c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§1-84b (d) and (e).



Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. State § 1-86e (1)-(3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and



other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management(www.opm.state.ct.us).

Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. See Conn.Gen.Stat. §1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.

Contribution Ban for Communicator Lobbyists

(Conn. Gen. Stat. §9-610 (g) and (h).) Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).) Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. §1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3 Under this Order, the Department of Administrative Services established and maintains on its Website the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Website, www.ct.gov/governorrell/site/default.asp.

FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660



T: 860/263-2400
F: 860/263-2402
www.ct.gov/ethics



Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov
Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov
Public official filing/reporting questions: SFI.OSE@ct.gov
Enforcement questions: Ethics.Enforcement@ct.gov All other inquiries: ose@ct.gov



January 2010

ATTACHMENT C

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

Forms

The following Ethics Affidavits and Certification forms with instructions are available at:

<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

Form 1. Gift and Campaign Contribution Certification

Form 5. Consulting Agreement Affidavit

Form 6. Affirmation of Receipt of State Ethics Laws Summary

The Nondiscrimination Certification Form with instructions is available at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

SP-26NB-IPDF Rev. 4/10

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): ☐ SSN ☐ FEIN	
Write/Type SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: ☐ CORPORATION ☐ LLC CORPORATION ☐ LLC PARTNERSHIP ☐ LLC SINGLE MEMBER ENTITY ☐ NON-PROFIT ☐ PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETOR GOVERNMENT			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS STREET		CITY	STATE ZIP CODE
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. ☐ SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS STREET		CITY	STATE ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 ST BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 ND BUSINESS PHONE:	Ext. #	1 ST PAGER:	
CELLULAR:		2 ND PAGER:	
1 ST FAX NUMBER:		TOLL FREE PHONE:	
2 ND FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? ☐ YES (ATTACH COPY OF CERTIFICATE) ☐ NO			
IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? ☐ YES ☐ NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS)			
NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.			
ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED			

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

CONTRACT COMPLIANCE PACKAGE

CONTENTS

I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

II. BIDDER'S PACKET

- The following forms are **MANDATORY** and must be completed and returned to this agency with the response to the Request for Proposal or the Grant Application.
 1. Notification to Bidders Form
 2. Bidder Contract Compliance Monitoring Report
- Definitions and descriptions to assist in completing the Bidder Contract Compliance Monitoring Report

III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

- Non-Discrimination and Affirmative Action Provisions in State Contracts, C.G.S. Section 4a-60 through 4a-60a
- Department of Administrative Services, C.G.S. Section 4a-60g through 4a-60j
- Department of Economic and Community Development, C.G.S. Section 32-9n
- Commission on Human Rights and Opportunities, C.G.S. Sections 46a-56 and 46a-68
- Commission on Human Rights and Opportunities Administrative Regulations Sections 46a-68j-21 through 46a-68j-43 and Sections 46a-68k-1 through 46a-68k-8.

I.

**CONTRACTOR/GRANTEE
CONTRACT COMPLIANCE REQUIREMENTS**

OFFICE OF POLICY AND MANAGEMENT

CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that 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
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information (see Section II. Bidder's Packet) is provided with forms (and instructions) that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation.

II.

BIDDER'S PACKET

OFFICE OF POLICY AND MANAGEMENT

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

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 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding 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 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) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. 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-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that 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.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s □good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

(Page 3)

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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III.

**PERTINENT STATUTES
AND REGULATIONS**

OF THE

STATE OF CONNECTICUT

CONNECTICUT GENERAL STATUTES
*Current through Gen. St., Rev. to 1-1-09***

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS	
Statute Hyperlink	Description
<u>§ 4a-60.</u>	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
<u>§ 4a-60a.</u>	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
DEPARTMENT OF ADMINISTRATIVE SERVICES	
Statute Hyperlink	Description
<u>§ 4a-60g</u>	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
<u>§ 4a-60h</u>	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
<u>§4a-60i</u>	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
<u>§4a-60j</u>	(Formerly § 32-9h) Time for payment of contractors.
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT	
Statute Hyperlink	Description
<u>§32-9n</u>	Office of Small Business Affairs.
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES	
Statute Hyperlink	Description
<u>§ 46a-56</u>	Commission duties.
<u>§ 46a-68c</u>	Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation.

**** There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.**

Statute Hyperlink	Description
<u>§ 46a-68d</u>	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
<u>§ 46a-68e</u>	Contractors and subcontractors required to file compliance reports.
<u>§ 46a-68f.</u>	Compliance reports to include labor union practices.
<u>§ 46a-68g.</u>	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
<u>§ 46a-68h.</u>	Hearing re: noncompliance.
<u>§ 46a-68i.</u>	Right of appeal.
<u>§ 46a-68j</u>	Regulations.

and

REGULATIONS OF CONNECTICUT STATE AGENCIES

TITLE 46A. HUMAN RIGHTS COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE

§ 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

For an electronic version of these regulations go to:

<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr=|#46078>

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