STATE OF CONNECTICUT PROCUREMENT NOTICE

Request for Proposals ("RFP") for Consultant to Conduct a Feasibility Study and Propose a Plan to Address the Nonprofit Liability Insurance Availability Concerns in Connecticut

Issued By:

CONNECTICUT INSURANCE DEPARTMENT

JULY 31, 2026

The Request For Proposals is available in electronic format on the State Contracting Portal by filtering by Organization for Insurance Department (https://portal.ct.gov/DAS/CTSource/BidBoard) or from the Agency's Official Contact:

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Address: P.O. Box 816,
Hartford, CT 06142-0816
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860.297.3866

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The RFP is also available on the Department's website at:

Doing Business with CID

RESPONSES MUST BE RECEIVED NO LATER THAN:

August 21, 2026 -at 11:59 P.M.

The Connecticut Insurance Department is reissuing this RFP to address an administrative discrepancy regarding the submission deadline in the initial procurement process.

The Connecticut Insurance Department (CID) is an Equal Opportunity/Affirmative Action Employer. CID reserves the right to reject any and all submissions or cancel this procurement at any time in the best interest of the State of Connecticut (State).

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I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name and Number.** RFP For Consultant to Conduct a Feasibility Study and Propose a Plan to Address the Nonprofit Liability Insurance Availability Concerns in Connecticut. RFP #27RFP02.

2. **RFP Summary.** The Connecticut Insurance Department ("CID" or "Agency") is seeking a qualified firm to provide the following services (the "Consulting Services"):

   a) study the feasibility of (i) allowing more than one nonprofit entity to pool such nonprofit entities' liability insurance policies, (ii) establishing a captive insurance company, risk management agency or a program to insure the risk of such pool, and (ii) establishing any other insurance program that may address the needs of nonprofit entities that contract with the State of Connecticut;

   b) develop a proposed plan to establish a captive insurance company, risk management agency or a program to insure the risk of nonprofit entities that pool such liability insurance policies;

   c) develop a financial analysis of such company, agency or program that includes, but is not limited to, (i) an estimate of the initial investment required to ensure such company, agency or program (x) meets any applicable statutory operating ratios set forth in Title 38a of the Connecticut General Statutes, and (y) is fully operational as a licensed insurer or reinsurer in this state, and (ii) estimates of future premium costs for nonprofit entities participating in such pool; and

   d) prepare a report on the findings of such study, proposed plan and financial analysis, which must be submitted by February 1, 2027, to the General Assembly.

   Please be advised that the Connecticut State Legislature has allocated $200,000 for the work contemplated by this RFP.

3. **RFP Purpose.** The purpose of this RFP is to implement Section 1 of Public Act 26-47, which requires the Insurance Commissioner, within available appropriations, to perform the feasibility study, develop the plan and financial analysis and prepare a report as outlined in paragraph 2 above. The CID is seeking a qualified consultant to perform the Consulting Services.

   Section 1 of Public Act 26-47 was enacted to address the issues raised in the meetings held by the Nonprofit Liability, Property & Casualty Insurance Working Group ("Nonprofit Working Group") established by the Insurance and Real Estate Committee of the Connecticut General Assembly ("Committee"). The Nonprofit Working Group was formed in 2025 in response to rising insurance premiums, reduced market availability, and coverage challenges affecting nonprofit human service providers. The Committee convened the Nonprofit Working Group to hear testimony from brokers, insurers, regulators and nonprofit leaders and to develop policy options that could improve stability, affordability, and access to liability insurance coverage for nonprofit entities in Connecticut. A copy of the Connecticut Nonprofit Liability, Property & Casualty Insurance Working Group Report can be found at: CT_Nonprofit_Insurance_Working_Group_Report (005).pdf

4. **Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:

   80000000 Management and Business Professional and Administrative Services

B. INSTRUCTIONS

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

   Name: George B. Bradner
   Address: CID- Property & Casualty Division
   Phone: 860-297-3866
   E-Mail: George.bradner@ct.gov

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

2. **Registering with State Contracting Portal.** Respondents must register with the State of Connecticut contracting portal at https://portal.ct.gov/DAS/CTSource/Registration. If not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact:
   - Secretary of State recognition – Click on appropriate response
   - Non-profit status, if applicable
   - Notification to Bidders, Parts I-V
   - Campaign Contribution Certification (OPM Ethics Form 1): https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

3. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

   - Agency's RFP Web Page
   - Doing Business with CIDState Contracting Portal (go to CTsource bid board, filter by CID https://portal.ct.gov/DAS/CTSource/BidBoard

   It is strongly recommended that any proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTsource announcing addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

4. **Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (*). The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of

an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency's RFP Web Page.

- RFP Released: 7/31/2026
- Letter of Intent Due: Not Applicable
- Deadline for Questions: 8/14/2026
- Answers Released: 8/17/2026
- Proposals Due: 8/21/2026
- Proposer Selection: 8/25/2026
- Start of Contact Negotiation: 9/9/2026
- Start of Contract: 10/6/2026

5. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Agency. The Agency anticipates the following:

   - Number of Awards: One
   - Contract Terms: Through delivery of Final Report (to be delivered to the Connecticut State Legislature on February 1, 2027)
   - Funding Source: CID Appropriation

6. **Eligibility.** A proposer shall meet the minimum qualifications specified in Section 7 below.

7. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

   a. Organizational:
      i. Demonstrated expertise in evaluating and developing liability insurance programs or solutions (e.g., captive insurers, risk management and other programs).
      ii. Actuarial analyses capabilities (In-house or contracted).
      iii. Data collection and analyses expertise (In-house or contracted).
      iv. Demonstrated financial analysis capabilities including expertise in insurance company financial requirements and liability insurance program costs.
      v. To the extent applicable, licensed and in good standing in Connecticut.
      vi. Understanding of the regulatory environment established by Title 38a of the Connecticut General Statutes.
      vii. Experience in the non-profit insurance sector is preferred.

   b. Staffing: In responding to this RFP, the proposer must:

      i. Describe key personnel who will staff the project. Identify the lead consultant, any project managers and senior subject-matter experts (such as liability risk specialists, captive specialist, nonprofit sector specialist, risk management specialist, actuaries, legal advisors and other relevant personnel needed to perform the Consulting Services).
      ii. Provide resumes of all personnel assigned to this project.
      iii. Define clear roles and provide job descriptions for every individual assigned to this engagement.
      iv. Provide a matrix detailing the projected number of hours or percentage of time each assigned staff member will dedicate to the project's specific phases.
      v. Disclose any proposed sub-consultants, along with their roles and qualifications.

vi. Ensure the availability of appropriate personnel needed for the timely performance of the Consulting Services.

a. Consulting Service Related: In responding to this RFP, the proposer shall describe the approach for and details of:

i. Delivery of a comprehensive feasibility study on pooling multiple nonprofit liability insurance risks and alternative structures
ii. Production of a proposed plan detailing structure, data collection process, actuarial analysis of risks to be underwritten, plan design, governance, and operational model for a captive insurer, risk management agency or other program to insure the risk of Connecticut nonprofits.
iii. Delivery of a financial analysis of such company, agency or other program that includes (A) an estimate of the initial and ongoing investment required to ensure such company, agency, or program meets any applicable statutory financial requirements set forth in Title 38a of the Connecticut General Statutes, and, as applicable, is fully operational as a licensed insurer or reinsurer in Connecticut, and (B) estimates of future premium costs for nonprofits participating in structure.
iv. Support of CID's report submission to the General Assembly by February 1, 2027, with actionable legislative recommendations.

8. **Letter of Intent.** A Letter of Intent (LOI) is not required by this RFP.

9. **Inquiry Procedures.** All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). At the sole discretion of the Agency, questions deemed unrelated to the RFP or the procurement process will not be answered. Again, at its sole discretion, the Agency may or may not respond to questions received after the deadline. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

   The Agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Agency will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Agency's RFP Web Page.

10. **RFP Conference.** An RFP conference *will not* be held to answer questions from prospective proposers.

11. **Proposal Due Date and Time.**

    Respondents may submit proposals through CTSource or may submit proposals to the Official Contact. Proposals must be received by CTSource or by the Official Contact on or before the due date and time: **8/21/2026, 11:59PM**

    Proposals received after the due date and time will be ineligible and will not be evaluated. The Agency will send an official letter alerting late respondents of ineligibility.

If a Respondent submits a proposal to the Official Contact, the electronic copy should be emailed to the Official Contact, George Bradner, at George.bradner@ct.gov for this procurement. The subject line of the email must read: Request for Proposals for Consultant to Conduct a Feasibility Study and Propose a Plan to Address the Nonprofit Liability Insurance Availability Concerns in Connecticut.

Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects the Agency's server limitations. Proposers should work to ensure there are not additional IT limitations from the provider side.

If a Respondent chooses to submit a proposal through CTSource, please email a copy of the proposal to the Official Contact.

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the CID's screening committee**.**

12. **Multiple Proposals.** The submission of multiple proposals is not an option for this procurement.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

A. AGENCY OVERVIEW

At the CID, our mission is to protect consumers, including ensuring the availability of a healthy insurance industry in Connecticut.

We are available to assist consumers with questions regarding their insurance policies, and we offer support and information so consumers can choose the best insurance products for their needs. Through the enforcement of the insurance laws, we also ensure that consumers are not subject to unfair practices.

B. PROGRAM OVERVIEW

The CID is seeking proposals from qualified consultants to provide the Consulting Services. The specifications for the engagement and the terms and conditions set forth in this RFP will be incorporated into any resulting contract entered into between the CID and the successful proposer.

C. SCOPE OF SERVICE DESCRIPTION

The selected proposer must perform the following as components of the Consulting Services:

1. Market and Feasibility Assessment

- Evaluate the feasibility of allowing nonprofit organizations operating in Connecticut to pool liability risks; analyze options to establish a captive insurer, risk management agency or other insurance program addressing the liability insurance needs of Connecticut nonprofit organizations.
- Analyze structural market drivers, including capacity, reinsurance, excess and surplus market shifts, claim severity, long tail exposures, third-party litigation funding and tort driver costs, which affect nonprofit insurance availability and affordability.

2. Data Collection Framework

- Design a process to collect relevant exposure, loss, and operations data from Connecticut nonprofits that may participate in a proposed solution. The data shall include the nature of Connecticut nonprofits' operations, staffing levels, safeguards and incident history.
- Incorporate risk management documentation templates (such as background screening, contracting language, peer learning).

3. Actuarial & Underwriting Analysis

- Perform an actuarial analysis of risks to be underwritten by a potential captive, risk management agency or other program including rate, limit and deductible structures; and evaluate reinsurance and stop loss needs.
- Identify program design features, including eligibility, retention, governance, risk

control services and claims management protocols.

4. Proposed Plan Design and Operating Model

- For each potential structure (i.e., captive insurance company, risk management agency or other program) develop a proposed plan for establishing the structure, including organizational structure, governance, licensing strategy, operational policies and compliance.
- Consider structural participation mechanisms to stabilize the sector long-term, such as pooled participation thresholds, member assessments and capital calls.
- Recommend risk mitigation supports such as technical assistance and optional templates to be offered alongside any program.

5. Financial Analysis

- For each potential structure (i.e., captive insurance company, risk management agency or other program), estimate the initial and ongoing investments required to meet applicable statutory financial and licensing requirements established by Title 38a of the Connecticut General Statutes as applicable. The analysis should specify proposed sources for such investments.
- Provide future premium cost estimates for participating nonprofits under the potential structures.

6. Legal

- Evaluate the impacts of third-party litigation funding and tort cost drivers on claim severity.

7. Deliverables and Reporting (timing to be specified in the final agreement)

- Feasibility Study Report (draft and final)
- Proposed Plan (structure, data framework, actuarial analysis, plan design)
- Financial Analysis (initial capital, operating ratios, licensing, premium projections)
- Report with legislative recommendations and funding needed. (While the PA 26-47 requires that this report is due to General Assembly by November 1, 2026, the CID has confirmed that a February 1, 2027 due date is acceptable.)

8. Organizational Expectations

Proposers must have demonstrated experience in insurance feasibility studies, actuarial analysis, captive formation and public sector insurance programs. Proposers must also have the ability to collect and manage data from nonprofits statewide. Please see Section I.B.7 above for minimum organizational requirements (*Minimum Qualifications of Proposers - Organizational*) and provide any supporting documentation as appendices.

The response to this section must include a general overview of your organization including its history and description of proposer's experience. Please provide references from past clients (including name, company, email and phone number) that had projects similar in scope, scale and complexity.

9. Service Expectations

The proposer must have the ability to provide the Consulting Services as described in this RFP. Please see Section I.B.7 above for minimum service requirements (Minimum Qualifications of Proposers - Organizational) and provide any supporting documentation as appendices.

10. Staffing Expectations

Each proposer shall ensure the availability of qualified personnel as needed for the timely and efficient performance of the Consulting Services and confirm that no conflict of interest exists with respect to assigned personnel.

The prevailing proposer shall have the necessary qualified personnel described herein and an appropriate supervisory structure. See Section I.B.7 above for minimum staff requirements (*Minimum Qualifications of Proposers*). Please provide resumes of proposed personnel and management staff, a staffing organizational chart and other supporting documentation as appendices.

The response to this section must include a description of the proposer's commitment to affirmative action, as required by the Regulations of CT State Agencies § 46a-68j-30(10).

11. Data and Technology Expectations

Each proposer shall maintain the following:

- Current security protection for all systems and electronic communications.
- The capability to transmit and receive large volumes of data.
- E-mail and sufficient internet capacity, and proficient remote capabilities to perform the Consulting Services.
- Appropriate process or system to review conflicts of interest.
- Appropriate retention of records and data collection.

The response to this section must include a description of the systems and processes identified together with supporting documentation as appendices.

12. Financial Control Expectations

The proposer must have financial control procedures in place, including an assignment reporting or similar system to verify the actual work performed by staff charged to this project.

13. Budget/Cost Expectations

Each proposer shall provide a fixed fee or milestone-based pricing; detailed budget narrative; any subcontractor schedules and cost competitiveness.

Proposers shall also provide a schedule of all other associated costs.

D. PERFORMANCE MEASURES

- Timely delivery of draft and final feasibility study, proposed plan, financial analysis and report in accordance with the schedule in Section II. C. 7.

- Data completeness and quality across participating nonprofits.

- Actuarial adequacy
- Actionability of recommendations that include clear legislative options and funding paths.
- Stakeholder engagement.

E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcomes-oriented, the CID seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust service delivery and policy based on learning what works and what does not. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, the CID reserves the right to request/collect other key data and metrics from providers.

III. PROPOSAL SUBMISSION OVERVIEW

A. SUBMISSION FORMAT INFORMATION

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.

2. **Cover Sheet.** The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of private provider organization submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

   - RFP Name or Number:
   - Legal Name:
   - FEIN:
   - Street Address:
   - Town/City/State/Zip:
   - Contact Person:
   - Title:
   - Phone Number:
   - E-Mail Address:
   - Authorized Official:
   - Title:
   - Signature:

3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.

4. **Executive Summary.** Proposals must include a high-level summary, not exceeding 3 pages of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP.

5. **Main Proposal.** Proposals must address the Consulting Services as described in Section II.C above. Please note that there is no maximum total page limitation for this section (all appendices and other attachments should be referred to in section D and then placed in section E).

6. **Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.

7. **Style Requirements.** THIS IS AN ELECTRONIC SUBMISSION ONLY.

8. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

9. **Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In subsection F of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is contained in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to Conn. Gen. Stat. § 1-210(b).

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

B. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Agency will conform with its written procedures for POS and PSA procurements (pursuant to Conn. Gen. Stat. § 4-217) and the State's Code of Ethics (pursuant to Conn. Gen. Stat. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.

2. **Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Commissioner will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.

3. **Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. Moreover, the Agency will reject any proposal that deviates significantly from the requirements of this RFP.

4. **Evaluation Criteria (and Weights).** Proposals meeting the minimum submission requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below.

Review Criteria	Item Weight
Organizational Expectations	10
Consulting Service Expectations	35
Staffing Expectations	25
Data and Technology Expectations	20
Budget/Cost Expectations	10

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

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner. The final selection of a successful proposer is at the discretion of the Commissioner. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner considers there are not adequate respondents.

6. **Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

7. **Appeal Process.** Proposers may appeal any aspect of the Agency's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Commissioner. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and

proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.

8. **Contract Execution.** Any contract developed and executed, as a result of this RFP, is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

All proposals must be consistent with the following outline. Please see Section III for a description of key outline items.

A. Cover Sheet

B. Table of Contents

C. Executive Summary

D. Main Proposal (including budget and costs)

E. Attachments (clearly referenced to summary and main proposal where applicable)

Attachments other than the required attachments identified are not permitted and will not be evaluated. Further, the required attachments must not be altered or used to extend, enhance or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.

F. Declaration of Confidential Information

G. Conflict of Interest - Disclosure Statement

H. Statement of Assurances (see Appendix B)

V. MANDATORY PROVISIONS

A. POS STANDARD CONTRACT, PARTS I AND II

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

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

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: http://www.ct.gov/opm/fin/standard_contract

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

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

B. ASSURANCES

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

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency

may include the proposal, by reference or otherwise, into any contract with the successful proposer.

5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

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

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

2. **Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.

3. **Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.

4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.

6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.

8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency 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 Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

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

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

2. **Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.

3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.

4. **Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

6. **Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.

7. **Clerical Errors in Award.** The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. **Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment.

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

E. STATUTORY AND REGULATORY COMPLIANCE

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

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

2. **Contract Compliance, Conn. Gen. Stat. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. **Consulting Agreements, Conn. Gen. Stat. § 4a-81. Consulting Agreements Representation, Conn. Gen. Stat. § 4a-81.** Pursuant to Conn. Gen. Stat. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

4. **Campaign Contribution Restriction, Conn. Gen. Stat. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

5. **Gifts, Conn. Gen. Stat. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

   (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
   (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

   (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
   Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

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

the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

7. **Nondiscrimination Certification, Conn. Gen. Stat. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with written representation in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi- public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

8. **Access to Data for State Auditors**. The Contractor shall provide to OPM access to any data, as defined in Conn. Gen. Stat. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
Conn. Gen. Stat.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *contractor:* a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP

- *proposer:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.

- *prospective proposer:* a private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP, but has not yet done so.

- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Agency as a result of this RFP

B. STATEMENT OF ASSURANCES

The undersigned Respondent affirms and declares that:

1) General

a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.

b. The Respondent will deliver services to the Agency at the cost proposed in the RFP and within the timeframes therein.

c. The Respondent will seek prior approval from the Agency before making any changes to the location of services.

d. Neither the Respondent of any official of the organization nor any subcontractor the Respondent of any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.

e. Neither the Respondent of any official of the organization nor any subcontractor to the Respondent of any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

_____ _____

Authorized Signatory Date