

Department of Social Services

Actuarial Consulting Services (ACS)

Request for Proposals

The Department of Social Services/Division of Financial Management and Analysis (DSS/DFMA) or (Department) has issued this Request for Proposals (RFP) to obtain consulting services to assist DSS/DFMA staff with ad hoc projects requiring actuarial expertise over the course of the contract period.

The resultant contract period is expected to begin July 1, 2009 and end June 30, 2012 with the option for two one-year extensions at the discretion of the Department.

Bidders must submit a mandatory Letter of Intent to the Department no later than 3:00 p.m. eastern standard time on **April 23, 2009**. Failure to submit the mandatory Letter of Intent (LOI) in a timely manner will preclude the Bidder from further consideration. Proposal submissions must be received at the Department no later than 3:00 p.m. eastern standard time on **May 21, 2009**. Proposal submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Proposals that are not evaluated shall be retained for thirty days after the resultant contracts are executed, after which the proposals will be destroyed.

To download this Request for Proposals (RFP), access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or call or write:

Marcia McDonough
Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5214
Fax: 860-424-4953
E-mail: Marcia.McDonough@ct.gov

The Department of Social Services is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department of Social Services reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

CONTENTS

Acronyms, Abbreviations, and Definitions	1
Section I - Overview of the Department and the Program.....	3
A. Purpose of Request for Proposals	3
B. Overview of the Department of Social Services.....	3
C. Overview of the Actuarial and Analytical Support Unit	4
D. Overview of Medicaid Managed Care and SCHIP Programs	4
E. Overview of the Program.....	6
F. Bidders Qualifications.....	6
Section II - Overview of the Procurement Process	7
A. Issuing Office and Administration.....	7
B. Procurement Schedule	8
C. Mandatory Letter of Intent.....	8
D. Bidder's Questions.....	8
E. Evaluation and Selection.....	9
F. Contract Execution.....	9
G. Bidder Debriefing.....	9
H. Rights Reserved.....	10
I. Proposal Presentation Expenses.....	11
J. Proposal Due Date and Time	11
K. Acceptance of Proposal Contents	12
L. Bidder Assurances.....	12
M. Freedom of Information.....	14
N. Affirmative Action.....	15
O. Resultant Contract Period, Funding, and Number of Awards	15
Section III - General Proposal Requirements and Structure.....	16
A. General Proposal Requirements.....	16
B. Instructions for Proposal Structure	16
Section IV - Proposal Contents.....	18
A. Transmittal Communication, Forms, and Acceptances	18
B. Organizational Capability and Structure.....	21
C. Scope of Services.....	25
D. Business Cost Section.....	28
Section V - Proposal Evaluation	30
A. Overview of the Evaluation of Proposals	30
B. Phase One - Evaluation of General Proposal Requirements and Structure	30
C. Phase Two - Evaluation of the Organizational Capability and Structure	30
D. Phase Three - Evaluation of the Scope of Services	31
E. Phase Four - Evaluation of the Business Cost Section	31
F. Phase Five - Ranking of the Proposals	31
Section VI - Appendices	32
Appendix 1 - Mandatory Terms and Conditions	33
Appendix 2 - Procurement and Contractual Agreements Signatory Acceptance	66
Appendix 3 - Workforce Analysis Form	67
Appendix 4 - Notification to Bidders Form.....	69

Appendix 5 - Smoking Policy70
Appendix 6 - Certification Regarding Lobbying 71
Appendix 7 - Gift and Campaign Contribution Certification 72
Appendix 8 - Consulting Agreement Affidavit 74
Appendix 9 - Affirmation of Receipt of State Ethics Laws Summary 75
Appendix 10 - Notice to Executive Branch State Contractors and Prospective State
Contractors of Campaign Contribution and Solicitation Ban 76
Appendix 11 - All-Inclusive Hourly Rate Work Sheet..... 79

Acronyms, Abbreviations, and Definitions

The following acronyms, abbreviations, and definitions apply to this procurement:

1. Actuarial - Actuarial science is the discipline that applies mathematical and statistical methods to assess risk in the insurance and finance industries. Actuaries are professionals who are qualified in this field through education and experience. They must demonstrate their qualifications by passing a series of professional examinations.
2. Actuary - An actuary is a business professional who deals with the financial impact of risk and uncertainty. Actuaries have a deep understanding of financial security systems, their reasons for being, their complexity, their mathematics, and the way they work.
3. Ad hoc - It generally signifies a solution designed for a specific problem or task, non-generalizable, and which cannot be adapted to other purposes.
4. American Academy of Actuaries - The American Academy of Actuaries, also known as the “Academy” or the AAA, is the body that represents and unites United States actuaries in all practice areas. Established in 1965, the Academy serves as the profession’s voice on public policy and professionalism issues.
5. Consultant - A consultant is a professional who provides advice in a particular area of expertise such as management, accountancy, the environment, entertainment, technology, law (tax law, in particular), human resources, marketing, medicine, finance, economics, public affairs, communication, engineering, sound system design, graphic design, or waste management.
6. Data Sets - A data set (or dataset) is a collection of data, usually presented in tabular form. Each column represents a particular variable. Each row corresponds to a given member of the data set in question. It lists values for each of the variables, such as height and weight of an object or values of random numbers. Each value is known as a datum. The data set may comprise data for one or more members, corresponding to the number of rows.
7. Demographics - The characteristics of human populations and population segments, especially when used to identify consumer markets.
8. Expert - An expert is someone widely recognized as a reliable source of technique or skill whose faculty for judging or deciding rightly, justly, or wisely is accorded authority and status by their peers or the public in a specific well distinguished domain. An expert, more generally, is a person with extensive knowledge or ability in a particular area of study.

9. Health actuary - A health actuary is an ethical professional that possesses expertise in the financial problems in the field of health care.
10. Society of Actuaries - The Society of Actuaries is a professional organization for actuaries based in North America. The Society's vision is for actuaries to be recognized as the leading professionals in the modeling and management of financial risk and contingent events.
11. Subcontract - Any written agreement between the resultant ACS contractor and another party to fulfill any contract requirements.
12. Subcontractor - A party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide.

SECTION I - OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES AND PROGRAM

A. PURPOSE OF REQUEST FOR PROPOSALS

This Request for Proposals (RFP) provides an exceptional opportunity for highly skilled and qualified actuarial consultants with a minimum of five (5) years experience in providing health care actuarial consulting. The Department will not review proposals received from organizations/individuals that do not meet the minimum of five (5) years experience in providing health care actuarial consulting.

The ACS contractor selected as a result of this RFP will work with the DSS/DFMA staff to complete ad hoc projects requiring actuarial expertise including but not limited to assumptions, fiscal and trend projections and analysis. The ACS contractor shall be expected to:

1. Review projections made by others on various Department programs;
2. Review actuarial analysis performed by the DSS/DFMA staff on Department health programs and program changes and provide analyses when needed;
3. Assist the DSS/DFMA staff in developing an actuarially sound health benefit package for the HUSKY and Charter Oak managed care programs; and
4. Assist the DSS/DFMA staff in other services as needed.

The ACS contractor may be asked to assist with analyses conducted by DSS/DFMA staff or conduct the analyses, depending on the complexity of the analysis, the data sets used and preferences of DSS/DFMA staff.

B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

The Department of Social Services provides a broad range of services to older adults, persons with disabilities, families, and persons who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively authorized programs and about one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department of Social Services is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Department of Social Services is headed by the Commissioner of Social Services and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the three service regions. By statute, there is a

Statewide Advisory Council to the Commissioner of Social Services and each region must have a Regional Advisory Council.

The Department of Social Services administers most of its programs at offices located throughout the State. Within the Department of Social Services, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible persons with physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department of Social Services are available through community-based agencies. The Department of Social Services has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department of Social Services are available via mail or telephone.

There are three entities attached to the Department of Social Services for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

C. OVERVIEW OF THE ACTUARIAL AND ANALYTICAL SUPPORT UNIT

The DSS/DFMA supports the Department through the provision of a full range of operational and budgetary financial functions. This includes financial management activities provided through the DSS/DFMA's **Actuarial and Analytical Support Unit**.

The Actuarial and Analytical Support Unit supports Department efforts in areas related to Medicaid program changes, revenue maximization, and other programs by providing significant, in-house analytical capacity within the Department. This unit is responsible for the development of capitation rates, pursuing revenue initiatives, and providing the analytical support for State Medicaid waivers and State Medicaid Plan Amendments, as well as providing actuarial and analytical support to other program areas within the Department as needed. The Actuarial and Analytical Support Unit staff works closely with staff in the Department's Medical Care Administration Division, other program divisions, other units of the Division of Financial Management and Analysis, other State agencies, and the Federal government.

D. OVERVIEW OF MEDICAID MANAGED CARE AND SCHIP PROGRAMS

The Department's managed care program for children and families is called HUSKY (i.e. Healthcare for Uninsured Kids and Youth). The HUSKY program includes Medicaid managed care (HUSKY A) that targets children, pregnant women and families with incomes at or below 185% of the federal poverty level (FPL) and SCHIP (HUSKY B) for children in families with higher incomes (above 185% FPL). Currently, under HUSKY B, families with

incomes between 185% - 235% FPL pay no premiums while those between 235% to 300% FPL pay modest monthly premiums and those families with incomes exceeding 300% FPL pay group premium rates negotiated by the Department.

The HUSKY A covered services are the same as the Medicaid covered services. The HUSKY B program and its co-payment structure are modeled after the Connecticut state employee benefit program. The Department also provides additional coverage for children with special physical and/or behavioral health care needs under the HUSKY Plus program for children who are eligible for HUSKY B.

Many adult Medicaid recipients, including those that are aged, blind, or disabled, are served in the Medicaid Fee for Service (FFS) program administered and managed by the Department. Department employees conduct utilization review, with the exception of general hospital inpatient services that are reviewed by a Department utilization review contractor. All claims for the Medicaid FFS program are paid by the Department's Medicaid Management Information System (MMIS) claims vendor.

The Department manages the Charter Oak program. Charter Oak is designed to provide an affordable health insurance product to adults of all incomes. Charter Oak benefits are based on a commercial health insurance model, with deductibles, co-payments, and coinsurance. To improve access to affordable health insurance for those greatest in need, defined as individuals with incomes less than 300% of the federal poverty level (FPL), premiums will be subsidized by the Department according to a fixed sliding scale.

The Department also manages several carved out specialty programs: behavioral health, pharmacy and dental services.

- Specialty behavioral health services are authorized and managed under an Administrative Services Organization (ASO) contract with Value Options (VO). VO manages the specialty behavioral health services of HUSKY A, HUSKY B and Department of Children and Families (DCF) funded clients under the CT Behavioral Health Partnership (BHP).
- Specialty pharmacy services are accessed by HUSKY A, HUSKY B, the State Administered General Assistance and Charter Oak programs members through the Department's Preferred Drug List (PDL) managed by Electronic Data Systems (EDS) under contract with the Department.
- Specialty dental services are provided for HUSKY A and HUSKY B (dental services are not covered under Charter Oak) recipients through a separate ASO agreement with BeneCare under direct contract with the Department.

E. OVERVIEW OF THE PROGRAM

Introduction - The ACS contractor will review and provide expert advice regarding all assumptions, projections and analysis. The ACS contractor shall:

1. Critically review projections made by others on various Department programs;
2. Review analysis performed by the Department staff on Department health programs and program changes and provide analyses when needed;
3. Assist the Department staff in developing an actuarially sound health benefit package for the HUSKY and Charter Oak managed care programs; and
4. Assist the Department staff in other services as needed.

F. BIDDER QUALIFICATIONS

Qualified Bidders must be Associates or Fellows of the Society of Actuaries and members of the American Academy of Actuaries with a minimum of five years experience in health care actuarial consulting services. Qualified Bidders must demonstrate proficiency in the following areas:

- actuarial analysis;
- knowledge in state and federal health care delivery systems;
- knowledge of and experience working with data from state and federal health care programs;
- knowledge of options for expanding health insurance coverage; and
- knowledge of available data sets at a federal and state level.

The Bidder's analytical support staff (if applicable) must also demonstrate similar minimum experience requirements.

SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

The Department of Social Services is issuing this RFP through its Office of Contract Administration - Procurement Unit. The Contract Administration - Procurement Unit is the Issuing Office for this procurement and is the only contact in the State of Connecticut for this procurement. The integrity of the procurement process is based in part on ensuring that all potential and intended Bidders be afforded the same information and opportunities regarding the terms of the procurement. Therefore, it is incumbent on the Issuing Office to monitor, control, and release information pertaining to this procurement. Potential and intended Bidders are advised that they must refrain from calling or writing any other office within the State of Connecticut or any other state employee with questions or comments related to this procurement. Potential and intended Bidders who call or write others within the State of Connecticut with questions or issues pertaining to this procurement may risk disqualification from consideration. Decisions regarding such disqualification will be made by the Department of Social Services' Contract Administrator within the Issuing Office, after consultation with the Office of the Commissioner. The contact information for the Issuing Office is:

Marcia McDonough
Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5214
Fax: 860-424-4953
E-mail: Marcia.McDonough@ct.gov

All questions, comments, proposals, and other communications with the Issuing Office regarding this RFP must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the **ACS RFP**.

Any material received that does not so state its RFP-related contents will be opened as general mail.

B. PROCUREMENT SCHEDULE

The schedule for this procurement is as follows. The Department of Social Services reserves the right to adjust this schedule, as needed.

Milestones	Expected End Date
RFP posting/release	April 09, 2009
Deadline for <u>mandatory</u> Letter of Intent (no later than <u>3:00 p.m. eastern standard time</u>)	April 23, 2009
Deadline for the submission of written questions (no later than <u>3:00 p.m. eastern standard time</u>)	April 23, 2009
Posting/release of the Department of Social Services' official responses to questions (Questions/Answers Addenda)	April 30, 2009
Proposals due (no later than <u>3:00 p.m. eastern standard time</u>)	May 21, 2009
Recommendations to Commissioners	To be determined
Announcement of awards for contract negotiation	To be determined
Contract negotiations end/contract execution	To be determined
Actuarial Consulting Services commences	July 1, 2009

The dates for review of Proposals and recommendations to Commissioners, the announcement of awards for contract negotiation, and contract negotiations end/contract execution will be determined. Dates will be posted in an Addendum to this RFP on the State Procurement/Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

C. MANDATORY LETTER OF INTENT (LOI)

Interested **BIDDERS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of Social Services of their intent to submit a Proposal in response to this RFP. The LOI must be received by the Issuing Office no later than 3:00 p.m. eastern standard time on April 23, 2009.

Please choose one way to submit the LOI to the Issuing Office via e-mail, fax, or postal mail. Do not submit duplicate copies. The LOI must clearly identify the contact person including name, telephone number, fax number, and e-mail address. It is the Bidder's responsibility to confirm the Issuing Office's receipt of an LOI.

Failure to submit an LOI in accordance with the requirements set forth herein shall disqualify a Bidder from further consideration.

D. BIDDER'S QUESTIONS

Interested Bidders may submit questions regarding this RFP to the Issuing Office by fax or e-mail directed to the Issuing Office. To be considered, questions regarding this RFP must be

received by the Issuing Office no later than 3:00 p.m. eastern standard time on April 23, 2009. The early submission of questions is encouraged. It is solely the Bidder's responsibility to ensure and verify the Department of Social Services' receipt of questions.

The Issuing Office will respond only to those questions that meet the stated due date and time and criteria listed herein. Official responses to all questions will be in a Questions/Answers Addendum to this RFP posted on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal/Portal_home.asp.

The expected posting/release date for the Questions/Answers Addendum is April 30, 2009. It is solely the Bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addenda or official announcements pertaining to this RFP. To submit a responsive proposal, THE BIDDER SHALL provide a signed acknowledgment of the receipt of any and all Addenda posted to the State Procurement/Contracting Portal. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the proposal.

In addition to the questions and answers, the Addendum will specify dates in the Procurement Schedule currently identified as To Be Determined.

E. EVALUATION AND SELECTION

It is the Department of Social Services' intent to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. Only proposals found to be responsive to this RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP including the general proposal requirements.

F. CONTRACT EXECUTION

The resultant contract is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that resultant contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the resultant contracts have been approved by the Attorney General. The Attorney General reviews the resultant contract only after the parties have agreed to the provisions.

G. BIDDER DEBRIEFING

The State will notify all Bidders of any award issued by it as a result of this RFP. Unsuccessful Bidders may, within thirty days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by writing the Issuing Office at the address provided herein. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

H. RIGHTS RESERVED

Upon determination that its best interests would be served, the Department of Social Services shall have the right to do the following:

1. Cancellation - Cancel this procurement at any time before the contract award
2. Amendment of procurement - Amend this procurement at any time before contract award
3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements
4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)
5. Prior contract default - Reject the proposal of any Bidder in default of any prior contract or for the misrepresentation of material presented
6. Receipt of proposals after stated due date and time - Reject or refuse to evaluate any proposal that is received after the stated due date and time
7. Written clarification - Require Bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department of Social Services may require
8. Oral clarification - Require Bidders, at their own expense, to make oral presentations at a time selected and in a place provided by the Department of Social Services

The Department of Social Services may invite Bidders, but not necessarily all, to make an oral presentation to assist the Department of Social Services in its determination of award. The Department of Social Services further reserves the right to limit the number of Bidders invited to make such a presentation and the number of attendees per Bidder.

9. Onsite visits - Make onsite visits to the operational facilities of Bidders to further evaluate the Bidder 's capability to perform the duties required in this RFP
10. Allowance of proposal changes - Except as may be authorized by the Department of Social Services, allow no additions or changes to the original proposal after the stated due date and time

11. Property of the State - Own all proposals submitted in response to this procurement upon receipt by the Department of Social Services
12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State
13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFP
14. One or more Bidders - Contract with one or more Bidders
15. Proposal most advantageous - Consider cost and all factors in determining the most advantageous proposal for the Department of Social Services when awarding a Bidder the right to negotiate a contract with the Department of Social Services (while cost is a factor in determining the Bidder to be awarded the right to negotiate a contract with the Department of Social Services, price alone shall not determine the successful Bidders)
16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department of Social Services will be served
17. Privileged and confidential information - Share the contents of any proposal with any of its designees for purpose of evaluating proposals to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract periods shall be privileged and confidential)
18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from Bidders upon review of the scored criteria (in addition, the Department of Social Services reserves the right to set parameters on any BFOs it receives)
19. Unacceptable proposals - Reopen the bidding process if advantageous to the Department of Social Services

I. PROPOSAL PRESENTATION EXPENSES

The State of Connecticut and the Department of Social Services assume no liability for payment of expenses incurred by Bidders in preparing and submitting proposals in response to this procurement.

J. PROPOSAL DUE DATE AND TIME

The Issuing Office must receive proposals no later than the due date and time specified in the Procurement Schedule. The Department of Social Services will not consider a postmark date

as the basis for meeting the submission due date and time. Bidders must not interpret or otherwise construe receipt of a proposal after the stated due date and time as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department of Social Services suggests the Bidder use certified or registered mail to deliver the proposal when the Bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and shall allow extra time for security procedures. Bidders must address all RFP communications to the Issuing Office.

K. ACCEPTANCE OF PROPOSAL CONTENTS

If acquisition action ensues, the contents of this RFP and the proposals of the successful Bidders will form the basis of contractual obligations in the final contract. The resultant contract will be a Personnel Service Agreement (PSA) contract (Appendix 1) between the successful Bidders and the Department of Social Services. The proposal must include a Signatory Acceptance (Appendix 2), without Proposal, of all terms and conditions as stated in this RFP and Part II of the Department of Social Services' PSA contract. Successful Bidders may suggest alternate language after accepting without Proposal the Mandatory Terms and Conditions as specified in the PSA contract. The Department of Social Services may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department of Social Services' decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department of Social Services is solely responsible for rendering decisions in matters of interpretation on all terms and conditions before and after contract execution.

L. BIDDER ASSURANCES

1. Independent price determination - By submission of a proposal and through assurances given in its Transmittal Letter, the Bidder certifies that in connection with this procurement the following requirements have been met:
 - a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other organization or to any competitor.
 - c) Competition - No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not submit a proposal for restricting competition.

- d) Prior knowledge - The Bidder has no prior knowledge of RFP contents before actual receipt of this RFP and had no part in RFP development.
 - e) Offer of gratuities - The Bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees of the ACS contractor, the ACS contractor's agent, or the ACS contractor's employees.
 - f) Campaign contribution restrictions - The Bidder certifies receipt of SEEC Form 11 (Appendix 10).
2. Valid and binding offer - 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.
 3. Press releases - The Bidder agrees to obtain prior written consent and approval of the Department of Social Services for press releases that relate in any manner to this RFP or any resultant contract.
 4. Restrictions on Communications with Department of Social Services staff - The Bidder agrees that from the RFP posting/release date until the Department of Social Services makes an award that it shall not communicate with the Department of Social Services' staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department of Social Services' staff may, at the decision of the Department of Social Services, result in disqualification of that Bidder's proposal.
 5. Evidence of Qualified Entity - The Bidder certifies that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.
 6. Real or perceived conflicts of interest - The Bidder, its principals, and staff assure that they will avoid all real or perceived conflicts of interest with Medicaid managed care organizations (MCO) operating in the State of Connecticut. This assurance shall include, but not be limited to, an assurance that the bidder's principals and staff will have no relationships with MCO during the term of the resultant contract that could or do conflict with the goals and intent of this project.
 7. Discovery of a Conflict of Interest - The Bidder certifies that it shall immediately disclose any situation with the Department's Contract

Administrator where the bidder (if selected as the ACS contractor) becomes aware of an existing, potential, or perceived conflict that may compromise its objective provision of services under the resultant contract. The Department's Contract Administrator will determine the necessary remedy.

8. Health Insurance Portability and Accountability Act (HIPAA) compliance - The Bidder certifies that it shall comply with the applicable parts of HIPAA pursuant to CFR 45 Part 160 and Part 164. Privacy and Transaction Code Sets.
9. Confidentiality - The Bidder certifies that it shall comply with all applicable State and Federal laws and regulations pertaining to the confidentiality of all Medicaid applicant/client records and other materials that are maintained in accordance with the resultant contract including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

A blanket assurance statement is acceptable

<p>M. DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION</p>

Due regard will be given to the protection of proprietary information contained in all proposals received; however, Bidders must be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting therefrom. The Bidder must provide convincing explanation and rationale to justify each exception from release consistent with C.G.S. §1-210 to claim proprietary exemption.

It will not be adequate for Bidders to merely state generally that the proposal is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the proposal that a Bidder believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the Bidder's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. The Proprietary Declaration must be located immediately following the Table of Contents.

While Bidders may claim proprietary exemptions, the final administrative authority to release or exempt any or all material so identified rests with the State.

N. AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies §46a68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

1. The Bidder's success in implementing an affirmative action plan
2. The Bidder's success in developing an apprenticeship program complying with C.G.S. §46a-68-1 to 46a-68-17, inclusive
3. The Bidder's promise to develop and implement a successful affirmative action plan
4. The Bidder's submission of EEO-1 data 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
5. The Bidder's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See C.G.S. 4a-60)

O. RESULTANT CONTRACT PERIOD, FUNDING, AND NUMBER OF AWARDS

The resultant three-year contract period is expected to begin July 1, 2009 and end June 30, 2012 with the option for two one-year extensions at the discretion of the Department.

It is the Department's intent to award one contract for services described in the RFP. The Department reserves the right to fund more than one contract if desired.

SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

A. GENERAL PROPOSAL REQUIREMENTS

Bidders must adhere to the Department of Social Services' rules as established in this RFP for proposal consideration, format, and content. The Department of Social Services requires each Bidder, at a minimum, to clearly describe how the specifications in this RFP will be met. Proposals must provide evidence of successful experience or competence. The proposal structure requirements and the proposal content requirements are listed herein. Bidders must respond to each content requirement that begins with **THE BIDDER SHALL**. Proposals must provide evidence of successful experience or competence.

B. INSTRUCTIONS FOR PROPOSAL STRUCTURE

1. Delivery Condition - An original (clearly marked) and five (5) exact, legible copies of the proposal must be submitted in clearly identified (“**Actuarial Consulting Services RFP**”) sealed envelopes or sealed boxes by the stated due date and time. In addition, one (1) exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted with the original. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy. All materials must be in Word or Excel except those items such as pictures or signatures that can be scanned into a Word document.
2. Proposal Structure - The Department of Social Services has structured the submission requirements into four distinct parts:
 - a) Transmittal Communication, Forms, and Acceptances
 - b) Organizational Capability and Structure
 - c) Scope of Services
 - d) Business Cost Section
3. Proposal Construction -
 - a) Binding of Proposals - **THE BIDDER SHALL** submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and six exact, legible copies of the proposal must be submitted in loose leaf or spiral-bound notebooks with the Bidder's official name appearing on the outside

front cover of each binder and on each page of the proposal (location is at the Bidder's discretion).

- b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the proposal. The title of each part must appear on the tab sheet.
- c) Table of Contents (TOC) - Each proposal must incorporate a TOC. It is through this TOC that the Department of Social Services will evaluate conformance to uniform proposal content and format.
- d) Cross-referencing RFP and Proposal - Each section of the proposal must cross-reference the appropriate section of this RFP that is being addressed. This will allow the Department of Social Services to determine uniform compliance with specific RFP requirements.
- e) Page Numbers - Each page of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal through all appended materials.
- f) Page Format - The standard format to be used throughout the proposal is:
 - (1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced.
 - (2) Font shall be either Arial or Times New Roman and a minimum of twelve point.
 - (3) The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch.
 - (4) Graphics may have a landscape orientation, bound along the top (11") side (if oversized, graphics may have a maximum of one fold).
 - (5) Graphics may have a smaller text spacing and font size.

Note: The page formatting does not apply to graphics, charts, and tables.

SECTION IV - PROPOSAL CONTENTS

A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

Each proposal must include an original (clearly marked) and five (5) exact copies clearly identified as “**Actuarial Consulting Services RFP.**” In addition, one (1) exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted with the original.

1. Transmittal Letter - To submit a responsive application, **THE BIDDER SHALL** submit the original proposal (clearly marked) and all copies with a Transmittal Letter signed by an official with the authority to bind the Bidder and limited to no more than two (2) pages, which:

 - a) Addresses each assurances in Section II.L of this RFP
 - b) Includes the Bidder’s Federal Employer Identification Number, if the Bidder is an organization or the Bidder’s Social Security Number, if the Bidder is an individual
 - c) Includes the Bidder’s full legal name
 - d) Includes the name, title, telephone number, fax number, and email address of the individual with authority to bind the Bidder to sign a resultant contract with the Department of Social Services
 - e) Include in the transmittal letter written assurance to the Department of Social Services from its, (Bidder’s), legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract.

2. Table of Contents (TOC) - To submit a responsive proposal, **THE BIDDER SHALL** provide a TOC for the entire proposal beginning with the Executive Summary including all appendices.
3. Proprietary Declaration - To submit a responsive proposal, **THE BIDDER SHALL** identify any proprietary information, if applicable.
4. Executive Summary - To submit a responsive proposal, **THE BIDDER SHALL** provide a high-level summary limited to two (2) pages that summarizes the content of the bidder’s proposal. The Department of Social Services will not evaluate proposals from bidders that have no health care

related actuarial consulting experience. **The Executive Summary shall include the Bidder's demonstrated experience of at least five (5) years providing health care related actuarial consulting services.**

5. Addendum Acknowledgement - To submit a responsive proposal, **THE BIDDER SHALL** provide the signed acknowledgement of its receipt of any and all Addenda issued for this RFP. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the proposal.
6. Procurement and Contractual Agreements Signatory Acceptance (Appendix 2) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed Acceptance Statement, without Proposal, of all Mandatory Terms and Conditions (Appendix 1).
7. Workforce Analysis Form (Appendix 3) - To submit a responsive proposal, **THE BIDDER SHALL** complete the Workforce Analysis Form. This form shall be completed by Bidders with Connecticut worksites.
8. Notification to Bidders Form (Appendix 4 [signed]) - To submit a responsive proposal, **THE BIDDER SHALL** summarize the Bidder's affirmative action plan and the Bidder's affirmative action policy statement. Additionally, to submit a responsive proposal, **THE BIDDER SHALL** address in writing the following five factors, as appropriate, to the Bidder's particular situation. These factors are:
 - a) Affirmative Action Plan - The Bidder's success in implementing an Affirmative Action Plan
 - b) Development of Affirmative Action Plan - The Bidder's promise to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place
 - c) Apprenticeship Program - The Bidder's success in developing an apprenticeship program complying with C.G.S. §§46a-68-1 to 46a-68-17, inclusive
 - d) EEO-1 Data - The Bidder's submission of EEO-1 data 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
 - e) Set-aside for Minority Businesses - The Bidder's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises, and to provide the Department of Social Services Set-aside Reports in a format required by the Department of Social Services

9. Smoking Policy (Appendix 5 - signed Statement, if applicable) - If the Bidder is an employer subject to the provisions of C.G.S. §31-40q, to submit a responsive proposal, THE BIDDER SHALL agree to provide the Department of Social Services with a copy of its written rules concerning smoking. The Department of Social Services must receive the rules or a statement that the Bidder is not subject to the provisions of C.G.S. §31-40q before contract approval.
10. Certification Regarding Lobbying (Appendix 6) - To submit a responsive proposal, THE BIDDER SHALL provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
11. Contract Affidavits/Certifications - General Statutes of Connecticut (C.G.S.) §§4-250 through 4-252 require that State contracts with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive proposal, THE BIDDER SHALL provide a completed Gift and Campaign Contribution Certification (Appendix 7) and a Consulting Agreement Affidavit (Appendix 8).

If a Bidder is exempt from the Contract Affidavit/Certification Requirements, the Bidder must state this fact on the affidavits/certifications and return the forms with the proposal.

12. Affirmation of Receipt of State Ethics Laws Summary (Appendix 9) - Pursuant to C.G.S. §§1-101mm and 1-101qq, persons, resultant contractors, subcontractors, consultants, or the duly authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to C.G.S. §1-81b and that key employees of such person, resultant contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. To submit a responsive proposal, THE BIDDER SHALL provide a completed and signed Affirmation of Receipt of State Ethics Laws Summary.
13. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix 10) - 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 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.

B. ORGANIZATIONAL CAPABILITY AND STRUCTURE (MAXIMUM TEN (10) PAGES) Bidders that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Bidders.

General - Responses to the requirements in this section must describe the Bidder's background and experience relevant to health related Actuarial Consulting Services, (ACS). The responses must also address the details regarding the Bidder's size if an organization, and resources of the organization or individual consultant. The proposal must clearly describe the Bidder's ability and competence to perform the requirements under this RFP.

1. Summary of Organizational Capacity - The Department/DSS is requesting proposals from qualified organizations/individuals, to fulfill the health related ACS as directed by the DSS/DFMA

A responsive proposal must summarize the Bidder's overall qualifications to provide actuarial and related analytical assistance to DSS/DFMA staff regarding the impact of programmatic or legislative changes that may or will impact the Department's health programs. A responsive proposal shall demonstrate that the actuarial consultants proposed by the Bidder are Associates or Fellows of the Society of Actuaries and members of the American Academy of Actuaries, and have a minimum of five years experience in health care actuarial consulting. Analytical support staff (if applicable) must also demonstrate similar minimum experience requirements.

To submit a responsive proposal, THE BIDDER SHALL include the following specific details regarding the Bidder:

- a) Organization / individual consultant establishment date, mission at time of establishment, the current mission, and if the current mission is different from original, a description of the changes in focus that led to the current mission;
 - b) Experience relevant to the functions to be performed as required under the resultant contract and a listing and summary of recent contracts for similar services;
2. Key Positions - Identify positions that will be responsible for the operation and success of the ACS and include job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions.

To submit a responsive proposal, **THE BIDDER SHALL:**

- (1) Provide job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions;
- (2) Describe the contract-related experience, credentials, education and training, and work experience required in job descriptions for proposed key positions and in the resumes for key personnel proposed to fill the key positions and include:
 - (a) Experience with Bidder,
 - (b) Experience working in this type of activity,
 - (c) Education, experience, and training relevant to the requirements of the RFP, including Society of Actuaries and American Academy of Actuaries memberships as required in the RFP,
 - (d) Names, positions, titles, and telephone numbers of persons able to provide information concerning the proposed key personnel experience and competence, and

Resumes for key personnel proposed to fill the key positions are limited to two pages per resume. Resumes for key personnel proposed to fill the key positions and job descriptions for proposed key positions are not included in the page limitation of this section. **Bidders must incorporate resumes and job descriptions into an appropriately tabbed section of the binder sequentially following the previous “Bidder shall” item.**

3. Corporate Experience

- a) Contracts - To submit a responsive proposal, **THE BIDDER SHALL** describe its experience and success related to the Scope of Services for ACS including the following information concerning the Bidder’s experience with other contracts or programs similar to the type of service contemplated by this RFP, whether ongoing or completed:
 - (1) Identify all State Agencies and commercial vendors for which the Bidder has engaged in similar or related contract work; Describe the consultant’s corporate background as it relates to projects similar in scope and complexity to the project described in this RFP. If the proposal includes the use of

subcontractors, include a similar description of the subcontractor's corporate background.

- (2) Explain whether work was performed as a prime consultant or subcontractor. If the work was performed as a subcontractor, the consultant must describe the scope of subcontracting activities;
 - (3) Provide a signed release allowing the Department of Social Services to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial vendor for which the Bidder has performed work in the past five years; **NOTE: The signed release must be submitted as a separate sheet and must be located immediately following the Executive Summary located after the Table of Contents**
 - (4) Identify contacts for those programs including name of customer's program officer, title, address, telephone number, fax number, and e-mail address;
 - (5) Identify the term for the contracts including the contract signing date, the program initiation date, the initial scheduled completion date, and the actual completion date;
 - (6) List all sanctions, fines, penalties, or letters of noncompliance issued against the Bidder by any of the contracting entities listed above; (the list shall describe the circumstance eliciting the sanction or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty, or letters of noncompliance; if no sanctions, fines, penalties, or letters of noncompliance were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the Bidder within the three years immediately preceding the RFP posting/release date must be submitted)
 - (7) List all contracts awarded to it or its predecessor firm(s) by the State of Connecticut during the last five years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount.
4. **Bidder References** - To submit a responsive proposal, THE BIDDER SHALL provide three specific programmatic references for the Bidder. References must be persons able to comment on the Bidder's capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. If the Bidder

has been a State contractor within the last five years, the Bidder must include a State of Connecticut reference. Bidders are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be a reference. References must include the organization's name, address, current telephone number, and name of a specific contact person. The Department of Social Services expects to use these references in its evaluation process. References cannot be the Bidder's current employees. If the Bidder's proposal proposes the use of subcontractors for direct service provision, the Bidder's proposal must also include three programmatic references for each proposed subcontractor.

5. Small, Minority, or Women's Business Enterprise - Section 4a-60g of the General Statutes of Connecticut (C.G.S.) sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, 25 percent of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Department of Social Services requires that the ACS contractor make a good-faith effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a proposed subcontractor. Such proposed subcontractors may supply goods or services. Prospective Bidders may obtain a list of firms certified to participate in the Set-Aside program at the State of Connecticut Department of Administrative Services Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. During the evaluation process, special consideration will be given to those Bidders who document their use of a certified small business or show the Bidder's commitment to, whenever possible, use a certified small business. Businesses must be certified with the State of Connecticut. To submit a responsive proposal, **THE BIDDER SHALL** describe its effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a proposed subcontractor.
6. Department of Social Services Responsibilities - To submit a responsive proposal, **THE BIDDER SHALL** propose specific support the Bidder requires from the Department of Social Services to perform the tasks in any resultant contract.

Specific Department of Social Services responsibilities are:

- Program Management - A Program Manager will be appointed by the Department of Social Services. This individual will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.
- Staff Coordination - The Program Manager will coordinate all needed contacts between the resultant ACS contractor and DSS/DFMA staff.

- Approval of Deliverables - The Program Manager will review, evaluate, and approve all deliverables before the ACS contractor being released from further responsibility.
- Policy Decisions - The Department of Social Services retains final authority for making policy decisions affecting completion of the ACS. In addition, the Department of Social Services shall:
 - Monitor the ACS contractor's performance and request updates, as appropriate
 - Respond to written requests for policy interpretations
 - Provide technical assistance to the ACS contractor, as needed
 - Allow access to Department of Social Services automated databases, as available and permitted
 - Allow access to management reports and case files, as appropriate
 - Provide a Program Manager
 - Hold regularly scheduled program meetings with the ACS contractor
 - Provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations for improvement
 - Provide data as required by the ACS contractor to perform the functions of the ACS contract.

C. **SCOPE OF SERVICES (MAXIMUM 10 PAGES)**
Bidders that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Bidders.

General - Responses for this section must describe the Bidder's capability and competence to perform the requirements specified in this RFP.

No Rewrites - The Department of Social Services does not want a rewrite of the RFP requirements, since such a proposal would show a lack of understanding of the project and an inability to provide appropriate levels of support and guidance for the implementation of this type of project.

1. Bidder's Comprehensive Risk Understanding - The overall focus of the Actuarial Consulting Services (ACS) is to seamlessly provide actuarial consulting services to assist the DSS/DFMA staff with ad hoc projects requiring actuarial expertise. To this end, the ACS contractor must be sensitive to the needs and circumstances of individual members and the policy requirements of the Department of Social Services and the Federal government. The Department of Social Services looks forward to a relationship with an ACS contractor who will expect risks and propose solutions to problems that may occur in providing actuarial consulting services to the DSS/DFMA staff. To submit a responsive proposal, THE BIDDER SHALL:
 - a) Show its understanding of the ACS functions by describing potential risks to the Department of Social Services and risks that the Bidder could encounter by acting as the ACS contractor; and
 - b) Propose solutions or approaches for managing those risks that show the Bidder's familiarity and sensitivity with managing the program described in this RFP.
2. Collaborating with the Department of Social Services - To submit a responsive proposal, THE BIDDER SHALL propose its approach for collaborating with the Department of Social Services to provide seamless ACS.
3. Task-related Policies and Procedures -

The Bidder must acknowledge and agree that:

 - The success of the ACS contractor's performance depends, in part, on the ACS contractor's development of and application of clear and accurate policies and procedures that reflect functional interpretations of regulations, quality goals, and directives
 - The ACS contractor's policies and procedures must be organized and available to allow seamless access by both the ACS contractor and designated Department administrative staff.
4. The Department/DSS is seeking an ACS contractor to provide actuarial consulting services to assist the DSS/DFMA staff with ad hoc projects requiring actuarial expertise. The ACS contractor shall, as directed by the Department:
 - a) Review actuarial projections for various Department health programs and provide critical review of all assumptions, projections and analysis;

- b) Provide actuarial and related analytical assistance to the Department regarding the impact of programmatic or legislative changes that may or will impact Department health programs;
- c) Assist the DSS/DFMA staff in developing an actuarially sound health benefit analysis in accordance with the regulatory requirements of 42 CFR 438.6(c) <http://cfr.vlex.com/vid/438-6-contract-requirements-19809701> and current Centers for Medicare and Medicaid Services requirements for capitated Medicaid managed care programs; and
- d) Assist the DSS/DFMA staff in other actuary and related analytical services as needed.

For all of the above, the ACS contractor shall be required to provide the Department with expert advice regarding various assumptions that need to be made to address issues including but not limited to changing demographics, changing economic health, changing state and federal assistance, and changes in the provision of health care (new technologies, etc.). In some cases, data will be provided to the ACS contractor; in other cases, the Department will depend on national data sets that the ACS contractor has made available. Data sets used will be agreed upon by the ACS contractor and DSS/DFMA staff. The ACS contractor shall provide, when required by DSS/DFMA, back up material or supporting documentations used in analyses.

A responsive proposal shall demonstrate the Bidder's expertise in performing actuarial analysis in health care ; knowledge in state and federal health care delivery systems; knowledge of and experience in working with data from state and federal health care programs; knowledge of options for the expansion of health insurance coverage; knowledge of available data sets at a federal and state level.

To submit a responsive proposal, **THE BIDDER SHALL:**

- (1) Present examples of generic expert advice provided regarding changing demographics, changing economic health, changing state and federal assistance, and changes in the provision of health care (new technologies, etc.);
- (2) Describe its past work experience involved with national data sets;
- (3) Demonstrate its knowledge and expertise in performing health care actuarial analysis; knowledge in state and federal health care delivery systems; and
- (4) Provide evidence of knowledge of and experience in working with data from state and federal health care programs;

knowledge of options for the expansion of health insurance coverage; knowledge of available data sets at a federal and state level.

D. BUSINESS COST SECTION

No cost information or other financial information may be included in any other portion of the proposal. Any proposal that fails to adhere to this requirement may be disqualified as non-responsive. Each proposal must include cost information and other financial information in the following order:

1. Audited Financial Statements - To submit a responsive proposal, THE BIDDER SHALL provide audited financial statements for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the Bidder shall provide comparable statements that will document the Bidder's financial stability and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements do not count toward the total page limit of the proposal.

2. Business Cost Section - To submit a responsive proposal, THE BIDDER SHALL provide the hourly rates for the key positions identified in Section B.2.(1) of the RFP that will be responsible for the operation and success of the ACS.

Hourly rates should be all-inclusive, i.e., consulting services, administrative expenses, travel expenses, appearances at meetings, and any other activities initiated to fulfill the requirements of this RFP. Refer to Appendix 11 for completion of the all-inclusive hourly rate cost summary for the proposed three-year resultant contract.

3. Business Narrative (maximum two pages) - To submit a responsive proposal, THE BIDDER SHALL provide a written explanation of the proposed all-inclusive hourly rate for the key positions noted on the cost summary for the three year resultant contract. The narrative should also include any business, economic, legal, programmatic, or practical assumptions that underlie the cost proposal. The bidder may separately identify cost saving and cost-avoidance methods and measures and the effect of such methods and measures on the cost proposal and requirements of the RFP.

4. Cost Standards - Budgetary information included in the Bidder's response to this RFP must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. The cost standards are available online at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards.

Payment Structure - The ACS contractor shall be paid in accordance with expenditures incurred in accordance with the approved line-item budget. While specific payment terms will be made final during contract negotiations, it is expected that payments will be made monthly, contingent upon the ACS contractor's timely compliance with the resultant contract periods including, but not limited to, the ACS contractor's submission and Department of Social Services' acceptance of all required reports and payment requests.

SECTION V - PROPOSAL EVALUATION

A. OVERVIEW OF THE EVALUATION OF PROPOSALS

The Department of Social Services will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. An Evaluation Team will be established to assist the Department in selection of the ACS contractor. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting recommendations to the Commissioners. The Commissioner of Social Services will notify the selected Bidder that the selected Bidder has been awarded the right to negotiate a contract with the Department for the Actuarial Consulting Services.

The evaluation will be conducted in five phases:

- Phase One - Evaluation of General Proposal Requirements and Structure
- Phase Two - Evaluation of the Organizational Capability and Structure
- Phase Three - Evaluation of the Scope of Services
- Phase Four - Evaluation of the Business Cost Section
- Phase Five - Ranking of the Proposals

B. PHASE ONE - EVALUATION OF GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

The purpose of this phase is to determine whether each proposal is adequately responsive to the General Proposal Requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to Bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection without further consideration. The Department of Social Services reserves the right to waive minor irregularities. The General Proposal Requirements are identified in this RFP.

C. PHASE TWO - EVALUATION OF THE ORGANIZATIONAL CAPABILITY AND STRUCTURE

Only those proposals passing the General Proposal Requirements review will be considered in Phase Two. The Department of Social Services reserves the right to reject any and all proposals.

The quality of the work plan and the program management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the Bidder is in responding to the functional and technical requirements outlined in this RFP.

The Department of Social Services will evaluate the experience of proposed key personnel, agency and individual resources, and the Proposals and affirmative action achievement (as shown on the Workforce Analysis Form) of the Bidder and any proposed subcontractors. The Department of Social Services will determine to what extent the organization and its key personnel have the capability to work effectively with the Department of Social Services to successfully develop and implement the Actuarial Consulting Services. The Department of Social Services will also assess the Bidder's capability to take on the additional workload that would be generated by the resultant contract and the Bidder's financial capability to undertake the resultant contract. References will be checked. The Organizational Capability and Structure section of the proposal will be worth **40 percent** of the available points for the entire proposal.

D. PHASE THREE - EVALUATION OF THE SCOPE OF SERVICES

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFP including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the Bidder is in responding to the functional and technical requirements outlined in this RFP. The Scope of Services section of the proposal will be worth **30 percent** of the available points for the entire proposal.

E. PHASE FOUR - EVALUATION OF THE BUSINESS COST SECTION

The Business Cost Section will be evaluated only for Bidders who achieve a minimum of 75 percent of the total available points in Phase Two and Phase Three. The Business Cost Section will be worth **30 percent** of the available points for the entire proposal. It will be scored for:

1. Cost comparison (determined by comparing bid price information)
2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the work plan outlined in the proposal)

F. PHASE FIVE - RANKING OF THE PROPOSALS

Upon completion of Phases One through Four of the evaluation, it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the proposals, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner of Social Services, at his discretion, reserves the right to approve or reject the Evaluation Team's recommendations.

SECTION VI - APPENDICES

APPENDIX 1 - MANDATORY TERMS AND CONDITIONS

Section 1 - General RFP Provisions:

1.1 Preparation Expense

The State of Connecticut assumes no liability for payment of expenses incurred by Bidders in preparing and providing submissions in response to this procurement.

1.2 Insurance

By provision of a submission the BIDDER agrees that it will carry insurance, (liability, fidelity bonding, workers' compensation or surety bonding and/or other), as specified in a resultant contract, during the term of the contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits, or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including, but not limited to, any claims or demands of malpractice. Certificates of such insurance shall be filed with the Contract Administrator prior to the performance of services.

1.3 Suspension or Debarment

By provision of a submission, the BIDDER certifies the BIDDER or any person (including subcontractors) involved in the administration of Federal or State funds:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, state or Federal)
- b. Has not within a three-year period preceding the application submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state or Federal) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the above offenses

-
- d. Has not within a three-year period preceding the application submission had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

1.4. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFP and are mandatory for any resultant contracts. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, "contract," refers to any resultant contract to this RFP, although the term, "contract," as used in these terms and conditions does not suggest, warrant, nor guarantee that the Department will enter into a contract as a result of this RFP. Also, as used in these mandatory terms and conditions, the term, "contractor," refers to any resultant contractor to this RFP, although the term, "contractor," does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP.

Section 2 - General Contract Provisions:

The Contractor agrees to comply with the following mandatory terms and conditions.

- A. Client-Related Safeguards
 1. Inspection of Work Performed
 2. Safeguarding Client Information
 3. Reporting of Client Abuse or Neglect

- B. Contractor Obligations
 1. Cost Standards
 2. Credits and Rights in Data
 3. Organizational Information, Conflict of Interest, IRS Form 990
 4. Federal Funds
 5. Audit Requirements
 6. Prohibited Interest
 7. Offer of Gratuities
 8. Related-party Transactions
 9. Lobbying
 10. Suspension or Debarment
 11. Liaison
 12. Subcontracts
 13. Independent Capacity of Contractor
 14. Indemnification

-
15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission
 16. Compliance with Law and Policy
 17. Facility Standards and Licensing Compliance
 18. Reports
 19. Delinquent Reports
 20. Recordkeeping and Access
 21. Workforce Analysis
 22. Litigation
- C. Alternations, Cancellation and Termination
1. Contract Revisions and Amendments
 2. Contract Reduction
 3. Default by the Contractor
 4. Non-enforcement not to Constitute Waiver
 5. Cancellation and Recoupment
 6. Equipment
 7. Transition after Termination or Expiration of Contract
 8. Program Cancellation
 9. Mergers and Acquisitions
- D. Statutory and Regulatory Compliance
1. Health Insurance Portability Act of 1996
 2. Americans with Disabilities Act of 1990
 3. Utilization of Minority Business Enterprises
 4. Priority Hiring
 5. Nondiscrimination Regarding Sexual Orientation
 6. Nondiscrimination and Affirmative Action Provisions
 7. Performance of Government Function
 8. Whistleblowing
 9. Campaign Contribution Restrictions
 10. Non-smoking
 11. Executive Orders

The Contractor agrees to comply with the following mandatory terms and conditions.

A. Client-Related Safeguards

1. Inspection of Work Performed - The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor, or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by Federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. Safeguarding Client Information - The Department and the Contractor agree to safeguard the use, publication, and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable Federal and state law concerning confidentiality.
3. Reporting of Client Abuse or Neglect - The Contractor shall comply with all reporting requirements relative to client abuse and neglect including, but not limited to, requirements as specified in General Statutes of Connecticut (C.G.S.) §§17a-101 through 103, 19a-216, 46b-120 (related to children), C.G.S. §46a-11b (relative to persons with mental retardation), and C.G.S. §17b-407 (relative to elderly persons).

B. Contractor Obligations

1. Cost Standards - Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards. Such Cost Standards shall apply to:
 - (a) All new Contracts effective on or after January 1, 2007
 - (b) All Contract amendments modifying funding, effective on or after January 1, 2007
 - (c) All Contracts in effect on or after July 1, 2007

2. Credits and Rights in Data -

- (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the Federal government. All such publications shall be released in conformance with applicable Federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use, and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication, or disclosure solely by the Department of such data.
- (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

3. Organizational Information, Conflict of Interest, IRS Form 990 -
Annually during the term of the contract, the Contractor shall submit to the Department the following:

- (a) A copy of its most recent IRS Form 990 submitted to the Federal Internal Revenue Service, and

- (b) Its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities
4. Federal Funds - The Contractor shall comply with requirements relating to the receipt or use of Federal funds. The Department shall specify all such requirements in Part I of this contract.
 5. Audit Requirements - The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with Federal and state single audit standards as applicable.
 6. Prohibited Interest - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
 7. Offer of Gratuities - By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this 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 Contractor or its agents or employees.
 8. Related-party Transactions - The Contractor shall report all related-party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related-party transactions" between a Contractor, its

employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

- (a) Real estate sales or leases
- (b) Leases for equipment, vehicles or household furnishings
- (c) Mortgages, loans and working capital loans
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor

9. Lobbying - The Contractor agrees to abide by state and Federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

10. Suspension or Debarment -

- (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local)
 - (2) Within a three-year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses

- (4) Has not within a three-year period preceding this agreement had one or more public transactions terminated for cause or fault
 - (b) Any change in the above status shall be immediately reported to the Department.
11. Liaison - Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.
12. Subcontracts - For purposes of this clause, subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered, and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.
13. Independent Capacity of Contractor - The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.
14. Indemnification -
- (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) Claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission

(collectively the "Acts") of the Contractor or Contractor Parties

- (2) Liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

- (f) This section shall survive the termination, cancellation, or expiration of the Contract, and shall not be limited by reason of any insurance coverage.
15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission -
- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the Federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
- (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the General Statutes of Connecticut (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
16. Compliance with Law and Policy - Contractor shall comply with all pertinent provisions of local, state, and Federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies, or procedures, which the Department has responsibility to promulgate or enforce.
17. Facility Standards and Licensing Compliance - The Contractor will comply with all applicable local, state and Federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and Federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance, or criteria.

18. Reports - The Contractor shall provide the Department with such statistical, financial, and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and Federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.
19. Delinquent Reports - The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
20. Recordkeeping and Access - The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, Federal agencies. The Contractor shall retain all such records concerning this contract for a period of three years after the completion and submission to the state of the Contractor's annual financial audit.
21. Workforce Analysis - The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
22. Litigation -
 - (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including, but not limited to, financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
 - (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or Federal agency or

court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 and 17 of Governor Thomas J. Meskill and any other provisions of Federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation, and Termination

1. Contract Revisions and Amendments -

- (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
- (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.
- (c) No amendments may be made to a lapsed contract.

2. Contract Reduction -

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
 - (1) The Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld or
 - (2) Federal funding reductions result in reallocation of funds within the Department
- (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor -

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - (1) Withhold payments until the default is resolved to the satisfaction of the Department
 - (2) Temporarily or permanently discontinue services under the contract
 - (3) Require that unexpended funds be returned to the Department
 - (4) Assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department
 - (5) Require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance
 - (6) Terminate this contract
 - (7) Take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both
 - (8) Any combination of the above actions
- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five business days of receipt of this

notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

- (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.
4. Non-enforcement Not to Constitute Waiver -The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.
5. Cancellation and Recoupment -
- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
 - (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons

for taking such action in writing within five business days of cancellation. Within five business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Department. This action of the Commissioner shall be considered final.

- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
 - (d) The Department reserves the right to recoup any deposits, prior payment, advance payment, or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.
6. Equipment - In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
7. Transition after Termination or Expiration of Contract - In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the

Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, expected expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

8. Program Cancellation - Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
9. Mergers and Acquisitions -
 - (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
 - (b) At least ninety days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
 - (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

1. Health Insurance Portability Act of 1996 ("HIPAA") -
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under

HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance “with all applicable Federal and state law regarding confidentiality, which includes but is not limited to (“HIPAA”), more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E *and*
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter “Department”) is a “covered entity” as that term is defined in 45 CFR §160.103 *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 CFR §160.103 *and*
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 CFR §160.103 *and*
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E
- (g) Definitions
 - (1) “Business Associate” shall mean the Contractor.
 - (2) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.
 - (4) “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR §164.502(g).
 - (5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and parts 164, subparts A and E.

- (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 CFR §160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and parts 164, subpart A and C.
- (h) Obligations and Activities of Business Associates -
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by

Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate -
 - (1) General Use and Disclosure Provisions - Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered

Entity as permitted by 45 CFR
§164.504(e)(2)(i)(B).

- (j) Obligations of Covered Entity -
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (k) Permissible Requests by Covered Entity - Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

- (l) Term and Termination -
 - (1) Term - The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary
- (3) Effect of Termination
 - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions -

- (1) Regulatory References - A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment - The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival - The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract - Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction - This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.

- (7) Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.
2. Americans with Disabilities Act of 1990. This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC §§12101-12189 and §§12201-12213) (Supp. 1993), 47 USCS §§225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The 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. As applicable, the Contractor agrees to abide by provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. Utilization of Minority Business Enterprises - It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 CFR §§74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds, and §§13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the General Statutes of Connecticut to carry out this policy in the award of any subcontracts.
4. Priority Hiring - Subject to the Contractor's exclusive right to determine the Proposals for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the

time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.

5. Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by C.G.S. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the General Statutes of Connecticut:

(a)

- (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 sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation
- (2) The Contractor agrees to provide each labor union or representatives 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 on human rights and opportunities 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
- (3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the General Statutes of Connecticut
- (4) 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 which relate to provisions of this section and §46a-56 of the General Statutes of Connecticut

- (b) The Contractor shall include the provisions of subsection (a) 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 §46a-56 of the General Statutes of Connecticut 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.

6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities - The Contractor agrees to comply with provisions of §4a-60 of the General Statutes of Connecticut:

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (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 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 Proposals 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, 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
 - (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of

the Contractor, to state that 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 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
 - (4) The Contractor agrees to comply with each provision of this section and C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. §§46a-56, 46a-68e and 46a-68f
 - (5) the Contractor agrees to provide the commission of 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 C.G.S. §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 project.
- (b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of 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 C.G.S. §49-60g

- (c) For the purposes of this section, “good faith” means that degree of diligence that 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. Determinations 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 action 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) Contractor shall include the provisions of subsection (a) 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 provision 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 C.G.S. §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 such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
7. Performance of Government Function - Pursuant to Section 1-218 of the State of Connecticut General Statutes, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function requires the inclusion of language indicating that the records and files associated with the performance of the governmental function are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

Section 1-200(11) of the State of Connecticut General Statutes defines "Governmental Function" as the administration or management of a program of a public agency, which program has been authorized by law to be administered or managed by a person, where (A) the person receives funding from the public agency for administering or managing the program, (B) the public agency is involved in or regulates to a significant extent such person's administration or management of the program, whether or not such involvement or regulation is direct, pervasive, continuous or day-to-day, and (C) the person participates in the formulation of governmental policies or decisions in connection with the administration or management of the program and such policies or decisions bind the agency. The Department and the Contractor agree that the Contractor does not make governmental policy decisions that are binding on the Department. Therefore the Contractor's performance under the terms of this Contract do not equate to the performance of a governmental function.

8. Whistleblowing - This Agreement is subject to the provisions of §4-61dd of the General Statutes of Connecticut. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the 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 subsection (a) of such statute, the 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 this Agreement. 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. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place that is readily available for viewing by the employees of the Contractor.
9. Campaign Contribution Restrictions - On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts 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 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 SEEC Form 11.

10. Non-smoking - If the Contractor is an employer subject to the provisions of §31-40q of the General Statutes of Connecticut, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the General Statutes of Connecticut must be received prior to Contract approval by the Department.
11. Executive Orders -
 - (a) Executive Order No. 3: Nondiscrimination - This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 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 Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy - This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or 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:

- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow
- (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury
- (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site
- (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules
- (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings - This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or

noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 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.

- (d) Executive Order No. 7C: Contracting Standards Board - This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or §4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.
 - (2) For purposes of this Section, “Contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or Federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments, and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

- (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the C.G.S. and Section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of §4-252 of the C.G.S. and Section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by Section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services - This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

**APPENDIX 2 - PROCUREMENT AND CONTRACTUAL AGREEMENTS
SIGNATORY ACCEPTANCE**

Statement of Acceptance

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

Acceptance Statement

On behalf of _____ I,
_____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Actuarial Consulting Services Request for Proposals.

Signature

Title

Date

APPENDIX 3 - WORKFORCE ANALYSIS FORM

Contractor Name: _____
 Address: _____

Total number of CT employees: _____
 Full-time _____ Part-time _____

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

Job Categories	Totals for all Columns - Male and Female	White (Not of Hispanic Origin)		Black (Not of Hispanic Origin)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		Individuals Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
Yes _____ No _____ Implementation Date _____
If the answer is No, explain.
- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
Yes _____ No _____ Not Applicable _____
Explanation:
2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
Yes _____ No _____ Not Applicable _____
Explanation:
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
Yes _____ No _____ Not Applicable _____
Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
Yes _____ No _____ Not Applicable _____
Explanation:

Contractor's Authorized Signature

Date [WFA 5/93]

APPENDIX 4 - NOTIFICATION TO BIDDERS FORM

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by §4a-60 of the General Statutes of Connecticut, and when the awarding agency is the State, §46a-71(d) of the General Statutes of Connecticut. Contract Compliance Regulations codified at §4a-60 et. seq. of the Regulations of the Connecticut State agencies establish a procedure for the awarding of all contracts covered by §4a-60 and 46a-71(d) of the General Statutes of Connecticut.

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as Bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in §4a-60 of the General Statutes of Connecticut as a business wherein 51 percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of §32-9n.” “Minority” groups are defined in §32-9n of the General Statutes of Connecticut as “(1) Black Americans, (2) Hispanic Americans, (3) Women, (4) Asian Pacific Americans and Pacific Islanders, or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of §4-114a (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the Bidder’s Proposals under the contract compliance requirements:

1. The Bidder’s success in implementing an affirmative action plan
2. The Bidder’s success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Regulations of Connecticut State agencies, inclusive
3. The Bidder’s promise to develop and implement an affirmative action plan
4. The Bidder’s submission of EEO-1 data 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
5. The Bidder’s promise to set aside a portion of the contract for legitimate minority businesses. See §4-114a3 (10) of the Contract Compliance Regulations

INSTRUCTION TO THE BIDDER: The BIDDER must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

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

Signature

Date

On Behalf of: _____

Organization Name

Address

APPENDIX 5 - SMOKING POLICY

General Statutes of Connecticut

Section 31-40q. Smoking in the workplace: Definitions, employers to establish nonsmoking areas, exemptions.

- a) As used in this section:
- i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
 - ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.
 - iii. "Employee" means any person engaged in service to an employer in the business of his employer.
 - iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
 - v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):

Cited. 224C. 666, 674.

APPENDIX 6 - CERTIFICATION REGARDING LOBBYING

Contractor: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signature

Typed Name and Title

Firm/Organization

Date

APPENDIX 7 - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name
Official

Signature of Authorized
Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	

APPENDIX 8 - CONSULTING AGREEMENT AFFIDAVIT



**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

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

INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

_____	_____	_____
Printed Name of BIDDER or Vendor	Signature of Chief Official or Individual	Date
_____		_____
Printed Name (of above)		Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public

APPENDIX 9 - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to General Statutes of Connecticut §§1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to General Statutes of Connecticut §1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

APPENDIX 10 - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

SEEC FORM 11

This notice is provided under the authority of General Statutes of Connecticut 9-612(g)(2), as amended by P.A. 07-1, and is for 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 preProposal 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 preProposal 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

\$2,000 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 \$2,000 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 five years, or \$5,000 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 Web site of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

