

**REQUEST FOR INFORMATION**

**FOR**

**PAYROLL SYSTEMS**

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**THE CONNECTICUT HEALTH INSURANCE EXCHANGE**

**D/B/A**

**ACCESS HEALTH CT**

**Issue Date:**

September 10, 2015

**Vendor Question Cut-Off Date:**

September 17, 2015

**Question and Answer Publish Date:**

September 21, 2015

**RFI Response Due Date:**

September 29, 2015

**Issued by:**

The Connecticut Health Insurance Exchange

d/b/a Access Health CT

280 Trumbull Street, 15<sup>th</sup> Floor

Hartford, CT 06103

## **1. Requirements and Deadlines for Inspections, Questions and Responses**

This Request for Information (“RFI”) issued by the Connecticut Health Insurance Exchange d/b/a Access Health CT (the “Exchange”) outlines the information being solicited from vendors and includes guidelines for content and format of responses.

### **Questions:**

All questions must be in written form and submitted to Melinda Brayton, Director of Human Resources, using electronic mail at the following email address:

[melinda.brayton@ct.gov](mailto:melinda.brayton@ct.gov).

Written questions must be submitted no later than 4:00 PM Eastern Daylight Time on September 17, 2015.

### **Responses:**

All RFI Responses are due on September 29, 2015, no later than 4:00 PM Eastern Daylight Time.

**RFI Responses must be in written form and submitted to Melinda Brayton, Director of Human Resources, using electronic mail at the following email address:**

[melinda.brayton@ct.gov](mailto:melinda.brayton@ct.gov).

Vendors desiring to respond to this RFI must do so in writing, providing one original copy of the submitted response. Respondents must include a brief summary of their qualifications and work history as it relates to the Services (defined below) contained herein.

All vendors responding to this RFI must provide contact information (name of contact, title, phone number, email address). Responses will be reviewed by the Exchange and, depending on the results of that review, additional information or product/service demonstrations may be requested. Late responses will not be considered.

Costs of developing the information package, oral presentations, site visits, or any other such costs are entirely the responsibility of the respondent and shall not be reimbursed in any manner by the Exchange.

The issuance of this RFI does not guarantee that the Exchange will engage in an RFP process or enter a contract with any vendor. The Exchange reserves the right to withdraw, extend or otherwise modify the RFI or the related schedule or process, in any manner, solely at its discretion. This RFI is intended to assist the Exchange in identifying possible vendors that are willing and able to provide the Services (as defined below) and agree to the terms described herein.

## **2. Background**

The mission of the Exchange, a quasi-public agency of the State of Connecticut (the “State”), is to increase the number of insured residents in Connecticut, promote positive health outcomes, lower costs and eliminate health disparities. To accomplish this mission, the Exchange has developed an online health care coverage shopping and enrollment experience for state residents and small businesses, as well as an extensive communication and enrollment infrastructure to inform Connecticut residents of healthcare coverage options and facilitate enrollment through the Exchange. Since the establishment of the Exchange, nearly 500,000 Connecticut residents have enrolled in health care coverage through the Exchange, lowering Connecticut’s uninsured rate to less than 4%.

The Exchange seeks to identify qualified and experienced payroll vendors to submit a statement of qualifications or other relevant information that demonstrates their ability to provide a comprehensive, automated, online payroll system and related services, capable of integrating with the Exchange’s financial system software (NetSuite ERP (Enterprise Resource Planning)).

## **3. Proprietary Information/ Freedom of Information Act**

As a quasi-public agency of the State, the Exchange’s records are public records. See Conn. Gen. Stat. §§ 1-200, et seq., and especially §§ 1-210(b)(4) and 1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all RFI responses received. Respondents should be aware, however, that all materials submitted in response to this RFI are subject to the terms of the Freedom of Information Act (FOIA) and all applicable rules, regulations, and administrative decisions. The Exchange has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. In no event shall the Exchange have any liability for the disclosure of any documents or information in its possession that the Exchange believes are required to be disclosed pursuant of FOIA or

any other law.

#### **4. General Requirements**

##### **4.1. Scope of RFI/Services**

The services described below are intended to provide general guidance concerning the scope of work to be provided by the vendor and are not intended to be all inclusive (the “Services”). Responses should detail the following:

- Ability to integrate with NetSuite, without use of any additional third party tools/software
- Ability to download payroll files into the general ledger through CVR file
- Ability to make a one-time pay change with system automatically reversing to normal pay
- Availability of a “Web punch” timekeeping system for tracking actual time in and out for hourly employees
- Ability to allocate payroll expenses by project and/or department
- Ability to automatically prorate paid time off (PTO) by employee start date
- Availability of a mobile app for employees to access paychecks and W2s
- Availability of customer service to resolve issues
- Ability to generate reports and a description of those reports
- Ability to set-up future payrolls or individual paychecks outside of current pay cycle
- Designation of a client service representative
- Ability to disallow employee from entering PTO if no PTO is left in the employee’s PTO bank
- Ability to display up-to-date PTO balance on employee paycheck stub
- Availability of training at any time, at no additional cost
- Human Resource Information System (HRIS) component will need to:
  - Track employee history of pay change, promotions, job titles, etc.
  - Ability to send messages to employees through HRIS system
  - Generate EEO surveys/reports
  - Upload employee benefit documents for easy access
  - Allow Web links to medical/dental insurance carriers
  - Allow Job postings on HRIS site

##### **4.2. Required Contractual Terms and State Ethics and Nondiscrimination Certifications**

Pursuant to Connecticut law, the Exchange must include certain contractual terms that cannot be modified or altered in each one of its vendor contracts and require its vendors to submit certain state ethics and nondiscrimination certifications. Each RFI respondent must state in its response its willingness to agree to the terms set forth on **Exhibit A** attached hereto, and to execute the ethics and non-discrimination forms attached hereto in **Appendix A**.

**5. Quality of Responses**

The Exchange will evaluate and determine the individual and comparative merits of each response received. Well-organized and concise responses are encouraged. It is the vendor's responsibility to ensure that its response complies with the requirements of this RFI, demonstrates its qualifications, and provides all information requested. Each RFI response will be reviewed for completeness and conformance to the requirements set forth herein. The Exchange has the option of requesting that respondents submit missing information or clarify information deemed incomplete. If the respondent fails to provide any information requested in this RFI or any information subsequently requested by the Exchange, such failure may result in either non-qualification or rejection of the submission.

**6. Service Availability**

The Exchange expects that the services described in response to this RFI are generally available as of the date that responses are due. Respondents must explain any exceptions.

**7. Presentations**

Respondents may be invited to give a presentation and demonstration of their system at a date to be determined by the Exchange. Submission of a response to this RFI does not guarantee that a respondent will be invited to give a presentation, even if such respondent seemingly has the capability to provide the Services and otherwise meets the requirements set forth herein.

## Exhibit A

### A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit A, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of this Agreement;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "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;
  - vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut (the "State");
  - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
  - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or 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 Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training;

technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange 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 the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided that if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

#### B. Certain State Ethics Requirements

- a) For all State contracts as defined in P.A. 07-01 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 contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

### C. Applicable Executive Orders of the Governor

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

## **Appendix A**

### **Required Ethics and Nondiscrimination Certifications**

- (1) Ethics Form 1: State of Connecticut Gift and Campaign Contribution - \$50,000 or more
- (2) Ethics Form 5: Consulting Agreement Affidavit - \$50,000 or more
- (3) Nondiscrimination Form C: Affidavit by Entity, Contracts \$50,000 or more