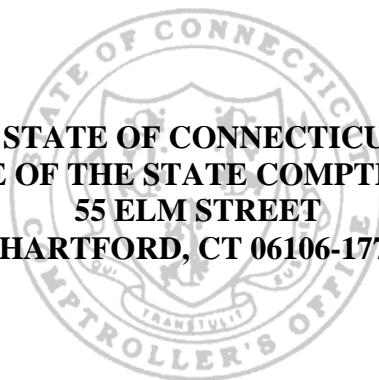


**REQUEST FOR PROPOSAL (RFP)**

**FLEXIBLE SPENDING ACCOUNTS AND  
TRANSPORTATION FRINGE BENEFIT PROGRAM**

**THIRD PARTY ADMINISTRATION**

**STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
55 ELM STREET  
HARTFORD, CT 06106-1775**



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## **I. STATEMENT OF OBJECTIVES**

The State of Connecticut, Office of the State Comptroller (OSC) will be considering submissions from vendors qualified to serve as a Third Party Administrator (TPA) for its Flexible Spending Accounts (FSA) and Transportation Fringe Benefit Program (Program). The Program consists of the Dependent Care Assistance Program (DCAP) and Transportation Fringe Benefit Program with the potential to add during the contract period a new Health Care Flexible Spending Account Program. Interested vendors must be thoroughly knowledgeable in Flexible Spending Accounts and Transportation Fringe Benefit Programs in accordance with Sections 129, 105, 132 and 125 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder and will be required to provide setup, administration and management for the Program. It is expected that one contract will be awarded to a single successful bidder however, the OSC reserves the right to award separate contracts if in the best interest of the State.

We anticipate that this contract will be written for services for the 2009, 2010 and 2011 Plan years. The OSC further anticipates the contract will include a clause that reserves the right to renew the contract for up to an additional one year period at the conclusion of the contract term. This right will be exercised solely at OSC's discretion. The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed.

## **II. BACKGROUND**

In accordance with Sections 5-141e, 5-264b and 5-264d of the Connecticut General Statutes, the OSC is charged with the responsibility for establishing and maintaining a Program for its DCAP, Health Care FSA and Transportation Fringe Benefit for State employees pursuant to Sections 129, 105, 132 and 125 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder. The purpose of the Program is to make available tax savings for eligible dependent care expenses, eligible medical expenses not covered by the State health insurance program and eligible transportation and parking expenses.

## **III. SCOPE OF WORK**

The minimum Plan Year election for the Transportation Fringe Benefit Program and DCAP will be \$20 on a bi-weekly basis with the maximum limit established pursuant to Sections 132 and 129 of the Internal Revenue Code. The initial Plan Year limit for the potential Health FSA Program will be a maximum amount of \$1,500 and a minimum amount of \$520 to be re-assessed each plan year based on need. Under the Program, the Comptroller or program administrator upon receipt of the written request of the employee will establish and maintain an account in accordance with an employee's election of any of the programs offered under the Program. The Comptroller will reduce the salary of such employees by the amount designated in such requests. Such amounts will be transferred to the employee's account and will be used to reimburse the employee's eligible expenses in accordance with the provisions of Sections 129, 105, 132 and 125 of the Internal Revenue Code and the regulations promulgated thereunder. The OSC will remit employee reductions to the selected

vendor on a bi-weekly basis. If the Health FSA is added during the contract year then (1) the selected vendor will bill OSC weekly for participant claim reimbursements and (2) participant claim reimbursements will be forwarded to the selected vendor in aggregate on a weekly basis by the State. There will not be a reserve fund rather the OSC will use the monies taken from participant bi-weekly payroll reductions to fund the Program. If determined that a reserve fund is necessary, such fund will be maintained solely by the OSC.

The OSC will utilize the services of the Contractor to provide setup, administration and management of the Program pursuant to Sections 129, 105, 132 & 125 of the Internal Revenue Code and the regulations promulgated thereunder. Employee participation in the Program is entirely voluntary. Administrative fees for those employees electing participation with the Program will be paid by the employer to the Contractor in arrears by the fifteenth of the month following services rendered.

The selected TPA will report to the Retirement & Benefit Services Division, Employee Benefits Unit.

#### **IV. EXPECTED RESULTS**

The Contractor is expected to respond to the following requirements:

1. Establishing a Program pursuant to Sections 129, 105, 132 & 125 of the Internal Revenue Code and the regulations promulgated thereunder including the development of enrollment and processing procedures.
2. Development and processing of enrollment applications pursuant to Sections 129, 105, 132 & 125 of the Internal Revenue Code and the regulations promulgated thereunder.

Currently, DCAP applications are processed in-house. It is expected that the initial phase of the Program will continue this practice however upon Program implementation, the OSC will work to transition DCAP application processing directly to contracted vendor.

Due to time constraints, there is a potential that the initial processing of the Transportation Fringe Benefit Program applications will be done in-house however upon Program implementation, the OSC will transition Transportation Fringe Benefit Program application processing directly to contracted vendor.

Contracted vendor must note any cost difference in the above approach if applicable.

3. Transfer of information to and from State of Connecticut Core-CT PeopleSoft system.

4. Developing and carrying out marketing of the Program. All marketing materials must be specific to and pre-approved by the OSC. Where appropriate generic marketing material will be considered. All enrollment material will be available to print electronically via OSC and vendor web site.
5. Development of a Program State specific web site.
6. Operating a State specific toll free hotline during open enrollment period and throughout plan year.
7. Processing of all claim reimbursements pursuant to Sections 129, 105, 132 & 125 of the Internal Revenue Code and the regulations promulgated thereunder. It is expected that all claim reimbursements will be done via electronic funds transfer to the participant's account.
8. Establishing a direct deposit system for participant deposits and claim reimbursements.
9. Responding promptly and accurately to all claim inquiries.
10. Advise the State on resolution of matters of claim disputes pursuant to Sections 129, 105, 132 & 125 of the Internal Revenue Code and the regulations promulgated thereunder.
11. Ability to establish a no fee debit card program for claim reimbursements pursuant to Sections 129, 105, 132 & 125 of the Internal Revenue Code and the regulations promulgated thereunder.
12. Providing participants with an online reporting system that allows the production of weekly account statements including but not limited to account balance, account deposits, account claims total, account remaining election totals.
13. Provide participants with a year end account summary statement indicating account balance, account deposits, account claims total, account remaining election totals.
14. Provide the State with necessary reporting including, but not limited to, annual forfeiture reporting.
15. Conform to and process current and future federal/state reporting requirements.
16. Assist in developing and distributing a Plan Document.
17. Conduct Program Discrimination Testing.

**V. LEVEL OF ACTIVITY**

The State of Connecticut currently employs approximately 60,000 State employees of which approximately 50,000 would be eligible for the Program. The DCAP currently has approximately 800 participants. The Transportation Fringe Benefit Program currently has approximately 100 participants. It is unknown at this time what the level of participation will be for the potential Health Care Flexible Spending Account.

**VI. PROPOSAL SUBMISSION REQUIREMENTS**

- A. Contractors must adhere to all requirements outlined in this RFP. Failure to do so will result in rejection of the RFP response.
- B. The Contractor shall submit an original plus eight (8) copies of its proposal in loose-leaf binders. Hard copies must also be accompanied by electronic copy on CD/DVD format. Proposals shall be submitted to:

STATE OF CONNECTICUT  
Office of the State Comptroller  
Attention: Araceli Alvarez  
Supervisor, Employee Benefits Unit  
Retirement & Benefit Services Division  
55 Elm Street  
Hartford, CT 06106

- C. Contractors who may have questions regarding the proposal must submit them in writing addressed to the OSC at: [osc.fsaprgm@po.state.ct.us](mailto:osc.fsaprgm@po.state.ct.us) by Friday, August 15, 2008. It is expected that the OSC will provide responses to those questions submitted by the deadline date by Wednesday, August 20, 2008.
- D. Except as called for in this RFP, vendors may not communicate with the OSC or the Retirement & Benefit Services Division of the OSC about the RFP until a TPA has been selected.
- E. Final responses must be in writing and received before the close of business, 4:30 p.m. on Wednesday, September 3, 2008.
- F. Freedom of Information Act and Confidential Information. All proposals submitted in response to this RFP are to be the sole property of the State and subject to the terms of the Connecticut Freedom of Information Act (FOIA) and its corresponding rules, regulations and interpretations. Those particular sentences, paragraphs, pages or sections that the bidder believes are proprietary or confidential in nature, and therefore exempt from disclosure under the FOIA, must be specifically identified as such. If the bidder indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Division will

endeavor to keep said information confidential to the extent permitted by law. The Division however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The bidder shall have the burden of establishing the FOIA exemption in any proceeding where it is an issue. In no event shall the Division or the State have any liability for the disclosure of any documents in its possession which the State or the Division believes are required to be disclosed pursuant to the FOIA or other requirements of law. Note that the OSC will reject any proposals marked in their entirety as confidential or proprietary.

Copies on a CD ROM (Redacted): With regard to the above Paragraph referring to the Freedom of Information Act and Confidential Information, the bidder will submit two (2) copies of a CD ROM of its entire proposal (including all attachments) in a form compatible with Microsoft WORD, current version, with: (1) all confidential and propriety information redacted; (2) a description of those particular sentences, paragraphs, pages or sections that the bidder believes are exempt from disclosure under the FOIA; and (3) an explanation and rationale sufficient to justify each exemption. The Division will submit a copy of the CD containing the redacted proposal as necessary in response to any relevant FOIA request it receives with regard to this RFP. Failure to provide such a CD will signify the bidders agreement with the disclosure of all submitted information relative to a FOIA request.

1. **Title Page**

A title page indicating the date, subject, name of the Contractor, central office address and the local office address (if a local office will be performing the contracted services) and the mailing address, e-mail address, telephone number, name and title of the Contractor's contact person for the purpose of clarifying any information submitted.

2. **Organizational Structure**

A general description of the Contractor's organization, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed and the primary business functions (benefits consulting, actuarial consulting, asset management, insurance provider, etc.).

3. **Experience**

A description of the Contractor's experience specific to the services requested in this RFP, including the relevant experience of the staff/principal(s) who would be assigned to this project. List all comparable governmental agencies, corporations, and organizations that the staff members designated for the engagement of services sought by this RFP have provided these services to within the past two (2) years, specifying those with a unionized workforce. In addition, the listing should include the number of years that the Contractor has been retained by comparable governmental agencies, corporations, and organizations to provide such services. Contractors are encouraged to identify other experience, factors, or strengths that they possess which may assist the State in its selection process.

4. **References**

Names, addresses, and phone numbers of past and present individuals who can serve as references. References should include managers and union officials who have worked directly with the Contractor in engagements relevant to the scope of the work proposed in the RFP.

5. **Computer Systems**

Description of on-site computer system Contractor will be using.

6. **Backup Equipment**

Description of alternative backup for all equipment which may be used by Contractor.

7. **Subcontracts**

Identification of the subcontractor(s), if any, to be utilized in meeting the service requirements of the RFP and a listing of the specific tasks to be assigned to the subcontractor(s).

8. **Recommended Work Plan**

A statement of the Contractor's capacity to provide each of the deliverables specified in Section III and IV of the RFP within the expressed time frame.

9. **Remittance File Layout/ Submission Requirements**

The selected Contractor must conform to the file layout requirements of the State of Connecticut Core-CT system outlined in Attachment 2.

In addition, all respondents must confirm that they can access the Core-CT portal address from the Production Supplier Portal URL:

<https://corect.ct.gov:10400/psp/PSPRD/?cmd=login> and the Test Supplier Portal URL:  
<https://corect.ct.gov:15000/psp/PSTPR/?cmd=login>.

10. **Sole or Multi Vendor Arrangement**

Each response must clearly stipulate whether its terms are applicable to a sole vendor arrangement (meaning one Contractor would be selected to market the Program) or a multi-vendor environment (meaning more than one Contractor would be selected), or both. Where a Contractor is agreeable to participating in both a sole vendor arrangement and a multi vendor environment, the resultant impact on its fee schedule, if any, must be clearly addressed.



11. **Transition Plan**

In the event that the incumbent Contractor is not selected such Contractor's payroll deducted premiums would cease. Accordingly, all responses, other than the incumbent's, must include a transition plan for employees participating with the DCAP and Transportation Fringe Benefit Program.

12. **Contract Term**

For purposes of this RFP, it is anticipated that this contract will be written for a term of three years from January 1, 2009 to December 31, 2011.

13. **Sales and Marketing**

Proposals must contain a work plan for marketing the Program to employees. Resources that will be dedicated to these purposes must be identified and sample sales and marketing materials, such as descriptive brochures, videos, letters, presentations and enrollment forms should be provided. Note that any sales and marketing fees must be rolled into the pricing structure.

A sample of any relevant publications, reports, policy and procedural recommendations, memoranda, etc. from previous consulting engagements that the Contractor transmits to clients on a regular basis concerning the scope of work proposed in this RFP.

14. **Acknowledgement**

Each proposal must contain the Contractor's acknowledgement that it accepts as final the determinations of the State Comptroller.

15. **State Specific Toll Free Number**

Each Contractor will be expected to operate a State specific toll free number during the entire contract period.

16. **Reporting**

Each Contractor will be expected to provide ongoing reporting relative to product(s) offered for participating employees.

17. **Web Site**

Each Contractor must specify and include samples of a State specific web site relative to Program.

## 18. **Fee Structure**

Each response must contain a full description of the Program fee schedule along with the representation that such premiums will be guaranteed for the contract term proposed.

All services provided by the Contractor must be rolled into the pricing structure.

A fee schedule must be provided for the following scenarios:

(A) Where the Contractor is selected to administer the DCAP, Transportation Fringe Benefit Program and potential Health FSA Program.

(B) Where the Contractor is selected to administer less than all three programs.

It is expected that the Contractor will submit two fee structures for each of the above scenarios:

(A1 & B1) where the Contractor bills one flat fee per month either per program or in aggregate for 2 programs and another to account for the potential 3 programs (Ex. \$X per month for participants of both DCAP and Transportation Fringe or \$Y per month for participants of DCAP, Transportation Fringe and Health FSA (when and if Health FSA is incorporated.)

(A2 & B2) where the Contractor bills one flat fee per participant, per month regardless of the number of programs the participant is enrolled in (Ex. \$Z per month per participant regardless of number of programs the participant is enrolled in).

Provide a total maximum, not to exceed cost estimate.

Administrative fees will be paid by the employer to the Contractor in arrears by the fifteenth of the month following the month in which services are rendered.

The State is not responsible for any costs incurred by any party in responding to this RFP.

The State of Connecticut is exempt from the payment of excise, transportation, and sales tax imposed by the Federal Government and the State; accordingly, such taxes must not be reflected in the proposed price.

## 19. **Conflict of Interest**

Disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.

## 20. **Regulatory Issues**

Disclose any regulatory problems experienced in the past ten years.

## 21. **Affirmative Action**

The proposal must include a summary of the Contractor's experience with Affirmative Action including a summary of the Contractor's affirmative action plan and the Contractor's affirmative action policy statement.

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

- a. The Contractor's success in implementing an affirmative action plan;
- b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c. The Contractor's promise to develop and implement a successful affirmative action plan;
- d. The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e. The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable (See C.G.S. 32-9e).

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>, please click on the four forms indicated below to download the pdf files from the CHRO web page:

- ***Notification to Bidders***  
This document gives notice that the contract to be awarded is subject to the contract compliance requirements mandated by State statutes and regulations.
- ***Workforce Analysis Affirmative Action Report-State Contractors***  
This employment information form is used to report the racial and sexual composition of a firm's or corporation's workplace. The form must be completed by the Contractor and submitted with the proposal.
- ***Affidavit for Certification of Subcontractors as Minority Business Enterprises***  
Upon award of a contract, this form is used to document the good faith efforts of a Contractor to include minority business enterprises as subcontractors (including suppliers) on the State contract.

- ***Contract Compliance Notice Poster***

This notice concerns the prohibition of discrimination in employment practices. Upon award of a State contract, the notice must be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment.

More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at [www.state.ct.us/chro](http://www.state.ct.us/chro) under "Contract Compliance."

**22. Authorized Agent**

An authorized agent for the Contractor with authority to negotiate and contractually bind the Contractor must sign the proposal; such individual's title, mailing address, e-mail address and telephone number must also be provided.

**23. Gift Certification and Campaign Affidavit**

The Contractor is required by the Office of the State Comptroller to provide affidavits detailing any gifts and campaign contributions, as that term is defined in Section 1-79(e) of the Connecticut General Statutes, given to officers or employees of the OSC for the two year period preceding the issuance of the RFP. The affidavits are required to be submitted as part of the contractor's response.

The Gift Certification and Campaign Affidavit are provided as Attachment I and II to this RFP.

At the contractor's option, an Executive Summary may be included with the Proposal.

**VII. STANDARD CONTRACT TERMS AND CONDITIONS**

Be advised that the State has certain contract requirements. Contractors responding to this RFP must be willing to adhere to the following contract requirements and must affirmatively state their adherence to these terms and conditions with a transmittal letter appended to their proposal response.

The Terms and Conditions must be strictly adhered to. In addition, the Contractor must agree that the contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. Under no circumstances may a State contract contain limited liability and/or binding arbitration provisions. The State will not indemnify a Contractor or waive its sovereign immunity.

Additionally, please be advised that the State will require the following provision:

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence, the Contractor shall at all time assign competent personnel/staff to perform the services contracted for under this agreement. If at any time the State in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, State reserves the right to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to State to provide the services otherwise performable by the Contractor hereunder.

Contractor shall review any requests by State to reassign personnel/staff. In requesting such reassignment of personnel/staff, State shall give thirty-days (30) notice to Contractor of State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, the State may terminate this agreement by providing written notice.

## **VIII. EVALUATION OF PROPOSALS**

Each Proposal will be evaluated by a screening committee against the following criteria to determine which Contractor is most capable of implementing the State's requirements.

1. The benefit of the product or service to State employees.
2. The price or rate of the product or service including it's competitiveness of proposed cost.
3. The skill, ability, competence and integrity of the Contractor and Contractor's personnel to deliver such product and service including the Contractor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort.
4. The past performance of the Contractor. In considering past performance, the OSC will evaluate the skill, ability and integrity of the applicant in terms of the applicant's fulfillment of past contract obligations, and experience or lack thereof in delivering the same or similar products and services.
5. At the Comptroller's option, presentation to a screening committee.
6. Any other information which the OSC deems necessary.

## **ATTACHMENTS**

**COMPTROLLER'S GIFT CERTIFICATION**

I, \_\_\_\_\_, as the individual executing the contract hereby certify that, during the two years preceding the date of this affidavit, neither I, nor principals or key personnel of \_\_\_\_\_ (company name) who participated directly, extensively and substantially in the preparation of this response to the request for proposal, the subsequent negotiation or award of this contract have provided or caused to be provided any gifts, as defined in Connecticut General Statutes, Section 1-79(e), except as set forth below, including a gift for the celebration of a major life event as set forth in C.G.S. §1-79(e)(12) or any items of value for which full payment has not been made, to a state official or employee of the Office of the State Comptroller who participated directly, extensively and substantially in the preparation of bid solicitations or in the negotiation of the contract or award:

<b>Name of Recipient</b>	<b>Value of Gift/Item</b>	<b>Date of Gift/Item</b>	<b>Description</b>
_____			
_____			
_____			

Further, neither I nor any principals or key personnel, nor any agent of the above, knows of any action by \_\_\_\_\_ (company name) to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of the company, nor any agents of the above, to provide a gift, in violation of the Ethics Code, to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public

**COMPTROLLER'S CAMPAIGN AFFIDAVIT**  
**FOR STATE CONTRACTS**

I, \_\_\_\_\_, as the company official authorized to execute the attached contract hereby swear that in the two years preceding the negotiations on this contract, neither I nor a principal or key personnel of the company/firm who participated directly, extensively and substantially in the negotiation of this contract, nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined by C.G.S. §9-333b, except those listed below (include candidate name, date of contribution, contributor and amount of contribution):

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public



	<b><i>Information for vendors that exchange data with CT</i></b>
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### **Inbound files to Core-CT**

Transactions are sent in biweekly – due in on Friday payday \*.

The transactions are sent in XML format – see dpy470/Payroll Input/ Inbound Interface at: <http://www.core-ct.state.ct.us/hrint/layouts/>

### **Outbound files to the vendor**

Deduction remittance files and reports are sent to the vendors biweekly – normally available no later than the Thursday before payday.

The deduction remittance file is in XML format – see dpyi02/Deduct Remit 3rd Parties/ Outbound Interface at: <http://www.core-ct.state.ct.us/hrint/layouts/>

The deduction remittance report is in PDF format.

### **File exchange protocols**

There are currently two approved methods for exchanging files:

Vendor logs into the secure Core-CT Production Supplier Portal via https to upload and download files.

FTP w/PGP – the State and the vendor can exchange files using FTP w/PGP – we will use the vendor's server.

### **Testing requirements**

At least one test cycle will be completed successfully prior to going live.

Access to the Core-CT Supplier Portal by the vendor is required to successfully complete the test, even if FTP w/PGP will be used in Production. The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the vendor's Tech Support area to accomplish this.

Production Supplier Portal URL: <https://corect.ct.gov:10400/psp/PSPRD/?cmd=login>

Test Supplier Portal URL: <https://corect.ct.gov:15000/psp/PSTPR/?cmd=login>

\* See <http://www.core-ct.state.ct.us/hrint/schedules/2008.htm> for the 2008 Processing Schedule (for sample file purposes).

CERTIFICATION

I \_\_\_\_\_ (signer's name), \_\_\_\_\_ (title) of \_\_\_\_\_ (name of entity), an entity lawfully organized and existing under the laws of \_\_\_\_\_ (name of state or commonwealth), do hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the governing body of \_\_\_\_\_ (name of entity), in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_ (name of state or commonwealth) and further certify that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: That \_\_\_\_\_ (name of entity) hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name:

Title:



**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
20 Trinity Street Hartford, Connecticut 06106–1628

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**SEEC FORM 11**

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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