

STATE OF CONNECTICUT

Request for Proposal

Social Security Disability Advocacy Services and Medicare Enrollment and Premium Reimbursement Assistance

July 20, 2018

I. STATEMENT OF OBJECTIVES

The State of Connecticut, acting through the Office of the State Comptroller (OSC) is publishing this Request for Proposals (RFP) for technical assistance and professional services: (1) to represent those receiving disability retirement benefits under the State Employees Retirement System (SERS) in applications for Social Security Disability Insurance (SSDI) benefits; (2) to collect Medicare premium information for members enrolled in the State's group Medicare Advantage Plan (MA-PD) and create a data file for processing Medicare B and D premium reimbursements; (3) to identify members of its non-Medicare retiree health plan who may be eligible for, but are not currently enrolled in, Medicare and to assist them in completing such enrollment.

A respondent may submit a response for any or all of the above services. The respondent may be an individual or organization providing SSDI advocacy services, consulting, auditing or technical support services for public sector programs. This RFP is for issuance of a three-year contract with up to two optional one-year extensions at the option of the Comptroller,

The state of Connecticut is not currently engaged with a vendor to provide the above services. A 2017 collective bargaining agreement—combined with the logistical challenges of obtaining accurate Medicare status and premium information for plan participants has created a need to contract for the above listed services.

The OSC is seeking to identify qualified vendors to assist the agency in performing the required services to achieve the following objectives:

1. Assist members receiving state disability retirement benefits to comply with a requirement that they also apply for SSDI benefits, and, if necessary, appeal denial of benefits, without cost to the member;
2. Obtain accurate information on Medicare Part B and D premiums paid by members enrolled in the state's retiree health plan on an annual basis and preparing a data file to be used for monthly premium reimbursements; and
3. Identify individuals enrolled in the State's under-age 65 retiree health plan who may be eligible for Medicare coverage, as result of disability or other condition, such as ESRD, and assist them with Medicare enrollment.

All respondents must meet the general conditions set forth in this RFP and are asked to respond only to the specific questions asked.

II. BACKGROUND INFORMATION

The Comptroller's Office administers the State Employees' Retirement System (SERS) and health benefits for active and retired employees and their dependents. In July 2017, the State entered into collective bargaining agreement with the State Employee Bargaining Agent Coalition (SEBAC). That Agreement provides that all current retirees receiving disability retirement benefits under SERS will be required to apply for Social Security Disability Insurance (SSDI) benefits as a condition of continued eligibility for disability retirement benefits from SERS. There are approximately 1,400 individuals receiving state retirement disability benefits who will be required to apply for SSDI. In addition, all new disability retirees will be required to apply for SSDI benefits within two years from the date of disability retirement.

The Comptroller's Office provides coverage for approximately 250,000 lives under its active and retiree health plans. Approximately 49,000 retirees and their dependents over the age of 65 are covered under the MA-PD plan

Presently, the state determines a base reimbursable Medicare Part B premium each year and notifies retirees to provide a copy of the Social Security Notice of premium notice if their actual Medicare premiums are higher than the base amount. The Medicare premium notices are scanned and entered into a database, which is used to reimburse retirees through central payroll. The state establishes a deadline for receipt of annual premium notices early in the calendar year. Those who submit their premium notices prior to the deadline will receive retroactive reimbursement of any variance between the base amount and the actual premium paid. Those who submit premium notices after the deadline are reimbursed on a prospective basis only for any variation between the base amount and actual payment. The state desires to streamline this process.

All retiree health plan members over the age of 65 are required to enroll in Medicare Parts A & B when they are first eligible to do so. Typically, this is the first day of the month in which they turn 65; retirees younger than age 65 may also qualify for Medicare based on certain disabilities or health conditions. The State is required to fully reimburse retirees for Medicare Part B premiums, as well as any Income Related Monthly Adjustment Amount (IRMAA) premiums they pay for Part B or Part D benefits for themselves and their Medicare-enrolled dependents.

III. SCOPE OF SERVICE

Respondents may submit proposals for some or all of the services requested below.

1. **Social Security Disability Insurance (SSDI) Advocacy Assistance –Pre July 1, 2017 Retirees**
 - a) Use state disability retirement benefit files to identify those who are required to apply for SSDI benefits under the 2017 SEBAC agreement.
 - b) Contact such individuals to confirm potential eligibility for SSDI and

conduct interviews to determine their suitability for the advocacy process. If Contractor(s) determines that client referred is not SSDI eligible, Contractor(s) shall immediately close the referral and notify OSC.

c) Meet with clients to prepare all supporting paperwork.

d) Collect all necessary medical records and names and addresses of providers.

e) File a timely Request for Reconsideration when a client's initial application is denied by the Social Security Administration.

f) File a timely Administrative Law Judge (ALJ) Hearing when client is denied at the reconsideration stage. Also, provide Social Security Administration with updated records and supporting documentation.

g) In consultation with OSC's Retirement Division, determine whether an appeal following denial of benefits is warranted, and, if so, assist such individual in appealing such denial.

h). Ensure that any individual who receives SSDI benefits enrolls in Medicare Parts A and B when first eligible to do so.

2. Social Security Disability Insurance (SSDI) Advocacy Assistance –Post July 1, 2017 Future Retirees

a) Track all post-July 1, 2017 disability retirees to ensure that they comply with requirement to apply for SSDI benefits within 2 years from date of disability retirement.

b) Contact such individuals to confirm potential eligibility for SSDI.

c) Conduct interviews to determine their suitability for the advocacy process. If Contractor(s) determines that client referred is not SSDI eligible, Contractor(s) shall immediately close the referral and notify OSC.

d) Meet with clients to prepare all supporting paperwork.

e) Collect all necessary medical records and names and addresses of providers.

f) File a timely Request for Reconsideration when a client's initial application is denied by the Social Security Administration.

g) File a timely Administrative Law Judge (ALJ) Hearing when client is denied at the reconsideration stage. Also, provide Social Security Administration with updated records and supporting documentation.

h) In consultation with OSC's Retirement Division, determine whether an appeal following denial of benefits is warranted, and, if so, assist such individual in appealing such denial.

i) Ensure that any individual who receives SSDI benefits also enrolls in Medicare Parts A and B when first eligible to do so.

3. **Compile Current Medicare premium data for all Medicare-covered members of – retiree health plan**

a) Obtain current Medicare status and premium information for all enrollees in the State of CT Retiree Health Plan based on eligibility files provided by the Comptroller's Office .

b) Prepare a dataset to be used by the State of CT for reimbursing Medicare B and D premiums, including IRMAA, paid by retiree health plan members. The required fields should be as follows for each enrollee's Medicare status, including but not limited to:

- Medicare Parts A and B eligibility, enrollment, and effective coverage dates
- Part B premium, including any associated Income Related Monthly Adjustment Amount (IRMAA)
- Part D, including any IRMAA premium
- Medicare Beneficiary ID (MBI) and/or Health Insurance Claim Number (HICN)
- End Stage Renal Disease (ESRD) status and determination period

c) At least monthly share Medicare status files with Comptroller's Office to facilitate payment of Medicare premium reimbursements to members.

4. **Identify retirees, spouses and dependents enrolled in the under-65 retiree plan who are eligible for but not enrolled in Medicare A and B coverage.**

Utilize eligibility files to identify enrollees in the under-age 65 retiree plan to identify individuals who are eligible for but not enrolled in Medicare and assist those individuals to enroll in Medicare Parts A and B.

IV. PROPOSAL SUBMISSION REQUIREMENTS

Each proposal must include the following:

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 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 its legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed and its primary business functions (benefits consulting, advocacy services, technical support, consulting services, 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 for which the staff members designated for this engagement have provided similar services 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 individuals who can serve as references. References should be 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 the on-site computer system Contractor will be using.

6. Fee Structure

Provide aggregate hourly and per diem rates, along with a total maximum, not to exceed cost estimate or a bundled rate for the services requested. Please indicate any at risk guarantees to which the respondent would be willing to commit. Please provide bundled rates and at risk guarantees for each requested service independently. 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 excise, transportation, and sales tax imposed by the Federal Government and the State; accordingly, such taxes must not be reflected in the proposed price.

7. Conflict of Interest

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

8. Regulatory Issues

Disclose any regulatory problems experienced in the past ten years.

9. Additional Procurement Requirements

The Connecticut Department of Administrative Services (“DAS”) has implemented a requirement that all firms seeking to do business with the State create a business profile on the DAS Business Network (“BizNet”) system. BizNet eliminates certain redundancies, such as the former requirement to complete and submit forms even though the forms had been recently submitted in response to another Request for Proposals. In addition to eliminating redundancy, BizNet has automated the completion and submission of required Ethics Affidavits and Non Discrimination forms. Firms must now upload these forms electronically to their BizNet account and update them on an annual basis, rather than submitting paper copies with each proposal. Firms will have the ability to view, verify and update their information by logging in to their BizNet account, prior to submitting responses to an RFP.

Additional required forms as described below must be submitted to or be on file with the BizNet system by the deadline for submission of proposals. Paper or electronic copies need not be provided with the submission to the Comptroller's office.

Create an account on BizNet by using the following link:

<https://www.biznet.ct.gov/AccountMaint/Login.aspx>.

Once your firm creates an account, login and select “CT Procurement” and then “Company Information” for access. If you experience difficulty establishing or otherwise managing your firm's account, please call DAS at 860-713-5095.

The following required forms must be completed and uploaded to BizNet in accordance with the following instructions:

Required Forms

Follow instructions for submission of the following:

a) Agency Vendor Form (SP-26NB), available at:

[http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_\(SP-26NB\).pdf](http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf)

b) W-9 Form, available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Ethics Certifications

The following Ethics Forms must be signed, dated, notarized, uploaded or updated on BizNet. To obtain these forms, you must login to BizNet and follow the instructions referenced above.

- OPM Ethics Form 1: Gift & Campaign Contribution Certification;
- OPM Ethics Form 5: Consulting Agreement Affidavit;
- OPM Ethics Form 6: Affirmation of Receipt of State Ethics Laws Summary
- OPM Ethics Form 7: Iran Certification

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV_GID=1806

10. Affirmative Action and Nondiscrimination

Choose one (1) of the forms listed below that applies to your business. Complete and upload or update the form on BizNet annually. To obtain a copy of these forms, you must login to BizNet and follow the instructions referenced above.

- Form A: Representation by Individual (Regardless of Value); or
- Form B: Representation by Entity (Valued at \$50,000 or less); or
- Form C: Affidavit by Entity (Valued at \$50,000 or more); or
- Form D: New Resolution by Entity; or
- Form E: Prior Resolution by Entity

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

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

Commission on Human Rights and Opportunities (CHRO) Workplace Analysis Affirmative Action Report/Employment Information Form.

The CHRO Workplace Analysis Affirmative Action Report/Employment Information must be completed in BizNet and updated as necessary. You must login to BizNet and follow the Instructions referenced above. For information on how to complete these forms you may contact Diane Comeau at Diane.Comeau@ct.gov for assistance.

For information about how to upload the Ethics Affidavits and Non-Discrimination forms please access the following page. <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

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 under "Contract Compliance."

Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to BizNet. If not, please explain.

11. 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, address, and telephone number must also be provided.

12. Submission Requirements

A. All responses must include completed Campaign and Gift Certifications.

B. All responses must include an Affirmation of Receipt of Summary of State Ethics Laws. Attachment III.

C. The respondent must submit one original, one unbound, plus 10 copies of their response in a sealed envelope upon which a clear indication has been made of the RFP reference title and the date and time the proposal is submitted. Each bidder shall submit two copies of its complete response on a CD or DVD. In additions, any bidder that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must provide two copies of its RFP response in a CD or DVD (an original and one copy), from which

all trade secrets and confidential data have been redacted and which may be disclosed without objection in the event that the State receives a FOIA request for its proposal.

The package should be delivered to:

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
Attention: Steven Cosgrove
Administrative Services Division
55 Elm Street, Second Floor
Hartford, CT 06106

V. REVIEW PROCESS AND SCHEDULE

It is the State's intention to comply with the following schedule:

Date	Activity
July 20, 2018	Release RFP
August 3, 2018	Deadline for Intent to Bid
August 7, 2018	Vendor Question Deadline by 3:00 PM EST via email
August 14, 2018	Vendor Questions Answered
September 1, 2018	Proposals Due by 2:30 PM EST
September 17-21, 2018	Finalist Interviews (If Necessary)
September 25, 2018	Final Decision
October 1, 2018	Begin Implementation

- These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective bidders.
- This RFP does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.
- The state reserves the right to select different vendors for each service requested.
- The State may revise and amend the RFP prior to the due date for the proposal. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.
- The State reserves the right to reject any and all proposals received, for specific reasons, which include, but are not limited to, non-compliance with RFP requirements.

- Responses to this RFP will be the primary source of information used in the evaluation process. Each bidder is requested and advised to be as complete as possible in its response. The State reserves the right to contact any bidder to clarify any response or make a presentation.

VI. QUESTIONNAIRE

Respondents must complete the Questionnaire Sections applicable to each of the RFP services(s) for which they are responding.

For all services:

1. Make a statement indicating your understanding as to the scope of work requested.
2. How will you protect any sensitive personal information shared with your advocates including medical information, social security numbers etc.?
3. Have you had any data breaches where personal health information (PHI) or other sensitive data was lost or inappropriately shared?
4. What procedures do you have in place in the event of a data breach?
5. What other large clients do you have, including other large public entities?
6. What time period will you need for implementation? The Comptroller's Office will be on a tight time frame to begin the necessary administrative procedures to identify Medicare premium rates for retirees and will need to begin assisting state retirement disability recipients as soon as possible after the contract is awarded.

Service Specific Questions:

A. Social Security Disability Insurance (SSDI) Application process for state disability retirees

7. Proposals must describe the bidder's experience in providing SSDI Advocacy Services over the past 5 years. The description should include:
 - a. Description of bidder's service model.
 - b. The total number of clients served between January 2013 and December 2017
 - c. Annual breakdown of clients served.
 - d. The number of cases closed successfully and the level in the process the application was approved (i.e., Initial Application, Reconsideration, Administrative Hearing, etc.).
 - e. The number of cases closed without the client achieving benefits.
 - f. The number of clients with whom bidder lost contact.

8. Proposals must specify how the bidder intends to provide the services and conduct the activities identified in this RFP's Scope of Work.
9. Proposals must specify the number, qualifications and duties of proposed project staff.
10. Proposals must demonstrate how proposed staffing levels will support accomplishment of the scope of work.
11. Provide a detailed description of your SSDI Advocacy Services program, including the full list of services provided, the type and frequency of outreach to identified individuals and the member experience. Please provide examples of typical outreach materials.
12. What is your process for identifying individuals who may be candidates for SSDI?
13. What is your typical rate of engagement of individuals identified as potentially eligible for SSDI advocacy services?
14. What is your rate of success for SSDI applications across your book of business – for first applications and appeals?
15. What is the typical time period from first engagement of a member to submission of an SSDI application?
16. What is required of the member to effectively engage with your advocacy services? What types of forms and documents must the member produce and what assistance do you provide to facilitate this process.
17. What type of reporting will you offer the OSC regarding the status of your advocacy efforts and at what frequency?
18. What assistance will you require from OSC to successfully promote your advocacy efforts?
19. Provide an implementation plan for completing SSDI applications for 1400 disabled retirees.

B. Collecting current Medicare status data for retiree health plan participants, including individual Medicare Part B and D premium rates for each participant:

20. Please describe how you can assist OSC in maintaining an accurate database of health plan participants' individual Medicare status including:
 - Medicare Parts A & B eligibility, enrollment, and effective dates;

- Medicare Part B premium amount, including any associated Income Related Monthly Adjustment Amount (IRMAA);
 - Part D IRMAA premium;
 - Medicare Beneficiary ID (MBI) and/or Health Insurance Claim Number (HICN);
 - End Stage Renal Disease (ESRD) status and determination period.
21. Do you have a process in place for interfacing with CMS to obtain an electronic file of all retiree health plan participants that includes information on their Part B and D premiums and IRMAA amounts?
 22. Provide specific details as to what information will be required from OSC to successfully assist in managing Medicare enrollment and premium data for all health plan participants.
- C. Identification of Medicare-eligible members enrolled in the State's under-age 65 retiree health plan
23. What is your process for identifying individuals who may be eligible for Medicare but not properly recorded as such in the OSC system?
 24. What is your typical rate of engagement of individuals identified as potentially eligible for Medicare?
 25. What is the typical time frame from identification to first member engagement to Medicare enrollment (break out results for Parts B and D)?
 26. What is required of the member to effectively engage with your efforts to maximize Medicare enrollment? What types of forms and documents must the member produce, and how do you help them in producing such information?
 27. What type of reporting will you offer the OSC regarding ongoing efforts to maximize Medicare enrollment and at what frequency?
 28. What information will you require for OSC to successfully maximize Medicare enrollment?

VII. PRICE PROPOSAL

Please provide your fee schedule according to one or more of the following pricing models. Note that firms may add an alternative fee model and/or utilize a combination of the below-listed fee structures.

1. Per case model: Please indicate the fee for successful conversion of the following:
 - A. Existing (pre-July 1, 2017 state disability retirees SSDI applications

- B. Post July 1, 2018 state disability retirees SSDI applications
2. Per Case/ Flat Fee combination model:
Vendor receives an annual payment along with a per case payment as mentioned for each successful application to obtain SSDI benefits.
 3. Flat Fee:
Vendor is paid on an annual basis which includes assistance in maintaining in maintaining accurate records of Medicare enrollment status and individual Medicare premium rates (Part B and D).

VIII. TERMS AND CONDITIONS / INSTRUCTIONS TO CONTRACTORS

Contractors responding to this RFP must be willing to adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

1. **Acceptance or Rejection by the State**—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.
2. **Conformance with Statutes**—Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. **Ownership of Proposals**—All proposals submitted in response to this RFP are to be the sole property of the State, and subject to the applicable Freedom of Information provisions of Connecticut General Statutes, Sections 1-200 et seq. Any proposer that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must provide two redacted copies of its RFP response in a CD or DVD (an original and one copy), which may be disclosed without objection in the event that the State receives a FOIA request for its proposal.
4. **Ownership of Subsequent Products**—Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.
5. **Communication Blackout Period**—Except as called for in this RFP, contractors may not communicate about the RFP with any of the following: the Retirement Services Division or the Healthcare Policy & Benefit Services Division within the OSC until the successful bidder(s) are selected. No Contractor or Contractor's representative may contract an employee of the State or member of the State Employees Retirement Commission regarding their proposal until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.

6. Notice of Intent to Respond—The notice of intent to respond (Attachment I) will be due at the offices of OSC by 2:00 P.M. on August 3, 2018. In the notice, the Contractor must provide an email address to receive information about the RFP, answers to questions submitted by contractors, and other matters about the contractor selection process. The form may be submitted by fax to 860-702-3662 or emailed to osc.rfp@ct.gov.

No responses will be accepted from firms that fail to submit a Notice of Intent to Respond.

7. Availability of Work Papers—All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.

8. Timing and Sequence—All timing and sequence of events resulting from this RFP will ultimately be determined by the State.

9. Stability of Proposed Prices—Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.

10. Oral Agreements—Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.

11. Amending or Canceling Requests—The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.

12. Rejection for Default or Misrepresentation—The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.

13. State's Clerical Errors in Awards—The State reserves the right to correct inaccurate awards resulting from its clerical errors.

14. Rejection of Qualified Proposals—Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

15. Contractor Presentation of Supporting Evidence—A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

16. Changes to Proposal—No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.

17. Expenses Incurred—The State will not reimburse any Contractor for any costs or expenses incurred in preparing proposals or in any other connection with the RFP, including travel expenses relating to an oral presentation. All expenses incurred by the Contractor in preparing and submitting proposals are the sole responsibility of the Contractor.

18. Collusion—By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.

19. Conformance to Instructions—All responses to the RFP must conform to the instructions herein. Failure to provide any required information, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

20. Appearances—In some cases, Contractors may be asked to appear to give demonstrations, interviews presentations or further explanation to the RFP's screening committee.

21. Standard Contract and Conditions—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions. Attachment II.

22. Entire Agreement—The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the Office of the Attorney General. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the Contractor, and the Office of the Attorney General.

23. Rights Reserved to the State—The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

24. Receipt of Summary of State Ethics Laws. The Contractor must acknowledge that is has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachment III hereto.

IX. 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.

Attached as Attachment II are the Terms and Conditions which 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 may 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 times 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.

X. EVALUATION OF PROPOSALS

Each proposal will be evaluated by a Screening Committee using the following criteria to determine which respondents are most capable of implementing OSC's requirements.

SSDI Advocacy

1. Cost
 - a. Competitiveness of respondent's price proposal
2. Experience and Abilities
 - a. Contractor's experience and proven track record with successful applications for SSDI benefits
 - b. Ability to perform the required services, including experience in working on similar projects with large public plans.
3. Project Plan and Approach
 - a. Contractor's understanding of the project's purpose and scope, as evidenced by the proposed approach and level of effort.
4. Personnel
 - a. Demonstrated competence of key personnel.
 - b. Availability of key personnel to complete the tasks required for the scope of work.
5. Conformity with specifications contained herein
6. Demonstration of respondent's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
7. At the option of the Screening Committee, respondent's oral presentation.

Medicare Premium Assistance

1. Cost
 - a. Competitiveness of respondent's price proposal
2. Experience and Abilities
 - a. Contractor's experience and plan for managing individual Medicare status and premium data and assisting state with design of process to facilitate Medicare premium reimbursement.
3. Project Plan and Approach

- a. Contractor's understanding and approach to identification of pre-65 Medicare enrollees who are shown as having no Medicare coverage.
- 4. Personnel
 - a. Demonstrated competence of key personnel.
 - b. Availability of key personnel to complete the tasks required for the scope of work.
- 5. Conformity with specifications contained herein
- 6. Demonstration of respondent's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
- 7. At the option of the Screening Committee, respondent's oral presentation.

Attachment I

INTENT TO BID FAX FORM

*Please fill out the Intent to Respond Form and fax it to 860-702-3662
or email a PDF of the completed form to osc.rfp@ct.gov*

*Attention: Steven Cosgrove
OSC Administrative Services Division*

This is to confirm that we have received the Request for Proposal for the State of
Connecticut. We wish to advise that we ____**will** _ _ **will not** submit a proposal to
provide:

We are not submitting a proposal because

Signature of this form presents your intent to bid.

Signature: _____

Email address: _____ *Date:* _____

**Note: This form must be received no later than 2:00 p.m. August 3, 2018 to be
considered for selection.**

Attachment II
Standard Contract Terms

Office of the State Comptroller Standard Contract and Conditions

SECTION 1

This Agreement (“Agreement”) is made and entered into as of the _____ of _____, 2018 (“Effective Date”) by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller”), and _____ (“Contractor”) under the authority of Conn. Gen. Stat. Sections 3-112.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall begin effective October 1, 2018 and shall expire on September 30, 2021 and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than September 30, 2018 (hereinafter “end date”), at which time the parties may agree to extend the Agreement for an additional term, not to exceed two years.

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

SECTION 3

NOTICE OF CHANGE AND TERMINATION

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

Comptroller: Office of the State Comptroller
55 Elm Street
Hartford, CT 06106
Attention: Business Services Office

Contractor: _____

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the Comptroller for damages sustained by the Comptroller by virtue of any breach of the Agreement by the Contractor, and the Comptroller may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages to the Comptroller is determined.

The Comptroller or the Contractor may terminate this Agreement for any time by giving at least 60 days' notice in writing to the other party. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination pursuant to _____ shall accrue and be paid to the Contractor.

SECTION 4

SPECIFICATION OF SERVICES

(Insert Outline of Work)

SECTION 5

COST AND SCHEDULE OF PAYMENTS

The Comptroller shall pay the CONTRACTOR a total sum not to exceed _____ for services performed under this AGREEMENT.

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

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

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

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

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

Such expenses may include, but are not limited to: mileage @ 50.5 cents per mile; costs of travel including airfare and hotels, and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this AGREEMENT. All expenses will be reimbursed at cost.

SECTION 6

OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the Comptroller and the Contractor on matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties and where applicable approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

B. Changes in Service

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

C. Independent Contractor

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

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

D. Laws and Regulations

The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement that it 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.

The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Contractor shall provide written notice to the State of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Agreement.

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

E. Labor and Personnel

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

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

F. Conflicts, Errors, Omissions, and Discrepancies

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

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

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or

subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

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

I. Quality Surveillance and Examination of Records

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

The Comptroller or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The Comptroller will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the Comptroller's request, the Contractor shall provide the Comptroller with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Comptroller's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

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

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

J. Insurance

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

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

Coverage:

Minimum Amounts and Limits

- | | |
|---|---|
| 1. Workers' Compensation | Connecticut Statutory Requirements |
| 2. Employer's Liability | To the extent included under Workers' Compensation Insurance Policy |
| 3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement: | |
| a. Bodily Injury Insurance meeting Connecticut statutory requirements; | |
| b. Property Damage Insurance meeting Connecticut statutory requirements; | |

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

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

K. Non-Waiver

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

L. Promotion

Unless specifically authorized in writing by the Comptroller, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the Comptroller:

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor

To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1

and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the Comptroller, provided however, the use of the Comptroller seal shall require specific and express permission from the Secretary of the Comptroller.

M. Confidentiality

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

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Comptroller in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller in Section 3 of this Agreement.

O. Survival

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

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the Comptroller upon notice to the Contractor. Contractor warrants that it will hold the Comptroller harmless from any liability which may be imposed upon the Comptroller as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

This Agreement is subject to 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, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Non-Discrimination -The Contractor agrees to the following provisions required pursuant to 4a-60a of the Connecticut General Statutes:

For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons. (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are member of a minority, as such term is defined in subsection (a) of Connecticut General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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 qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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 sections 46a-68e and 46a-68f and with regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission and permit access to pertinent books, records and accounts, concerning the works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprise as subcontractors and suppliers of materials on employment practices and procedures of this Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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, recruiting; 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.

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

The Contractor shall include the provisions of subsection _____ of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by Connecticut General Statutes, Section 46a-51p, the Contractor agrees to the following provisions required pursuant to Section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their

sexual orientation; (2) 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 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 Section 46a-56 of the Connecticut General Statutes; (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 Section 46a-56 of the Connecticut General Statutes.

The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on any 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 Section 46a-56 of the Connecticut General Statutes 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.

S. Sovereign Immunity

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

T. Assignment

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

U. Severability

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

V. Headings

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

W. Third Parties

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

X. Non Waiver

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

Y. Contractor Certification

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

Z. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary had been fully set forth in the Contract. (See: http://www.ct.gov/ethics/lib/ethics/guides/2016/contractors_guide_to_the_code_of_ethics_revjan_2016b.pdf)

Attachment III

This form is MANDATORY and must be completed, signed and returned before your bid can be considered by the Comptroller's Office.

**COMPTROLLER'S AFFIRMATION OF RECEIPT OF
SUMMARY OF STATE ETHICS LAWS**

The undersigned, as a duly authorized officer of the company/firm bidding/negotiating the attached contract, affirms (1) receipt of the summary of State ethics laws for contractors, (2) that key employees of the company/firm have read and understand the summary and (3) that company/firm agrees to comply with the provisions of State ethics laws.

Signature & Title

Date

Company Name

Principal Address

FEIN/SSN