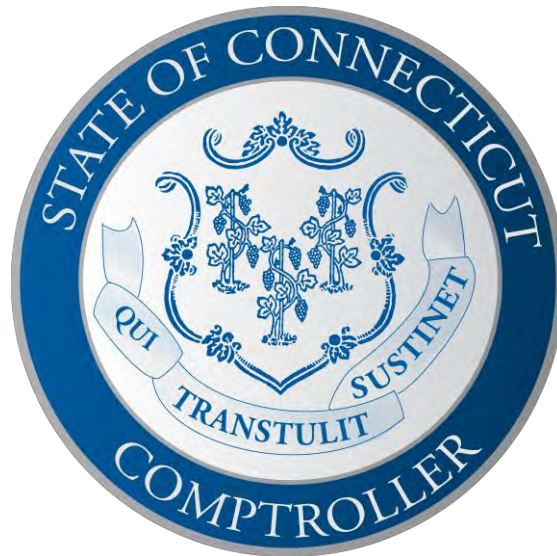

**REQUEST FOR PROPOSAL (RFP)
AFORDABLE CARE ACT (ACA)
CONSULTING SERVICES**



**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
165 Capitol Avenue
HARTFORD, CT 06106-1775**

I. OBJECTIVE

The State of Connecticut, Office of the State Comptroller (“the OSC”) is seeking proposals from qualified vendors to provide services and software solutions associated with eligibility tracking, cost and risk modeling, unintended impact monitoring, compliance reporting, and ongoing support to comply with the Affordable Care Act (the “ACA”) and Internal Revenue Code (the “IRC”) Sections 6055 and 6056.

II. BACKGROUND INFORMATION

The State Comptroller is empowered by Connecticut General Statutes §5-259 to arrange and procure "a group hospitalization and medical and surgical insurance plan" for State employees and retirees with approval of the Attorney General and the Insurance Commissioner. The Healthcare Policy & Benefits Services Division (HPBSD) of the OSC administers the State healthcare coverage program for employees and retirees. In addition to providing benefits to active State employees and retirees, the State covers ancillary employees in the probate court system, General Assembly members, former legislators, State Marshals, and provides extended for eligible COBRA participants. The Comptroller also procures health coverage for enrollees of the Connecticut Partnership Plan (<http://www.osc.ct.gov/ctpartner/index.html>) and non-state public employers under PA 15-93. The State of Connecticut provides healthcare benefits to employees and non-Medicare retirees on a self-funded basis.

Anthem Blue Cross & Blue Shield, Inc., provides administrative services only for active employees, non-Medicare retirees and dependents. Medicare-eligible retirees and their dependents are enrolled in a Medicare Advantage Plan administered by United Healthcare.

The State of Connecticut provides health benefit coverage on a self-insured basis to approximately:

- 48,239 active employees and their dependents, totaling approximately 121,500 lives;
- 31,700 total non-Medicare retirees and their dependents
- 391 ancillary members and their dependents totaling approximately 1,600 lives;
- 26,625 members in the Connecticut Partnership Plan, totaling approximately 60,500 lives.

Another 79,560 Medicare-eligible retirees and their Medicare-eligible dependents are enrolled in the group Medicare Advantage Plan.

The ACA requires that applicable large employers analyze and report those employees and their dependents who are receiving employer-provided health insurance to the Internal Revenue Service (IRS). Employees working 30 hours or more per week during a uniform measurement period must receive an offer of health insurance coverage that meets the ACA definition of minimum essential coverage and affordability. In addition to the report submitted to the IRS (1094-C), OSC is required to send an information report to all State employees (1095-C). In addition, OSC will provide required coverage reporting for Partnership Plan employer groups

that do not meet the definition of “applicable covered employer”, as well as ancillary groups and COBRA enrollees..

The OSC seeks a comprehensive solution to perform these functionalities, which include monitoring hours worked using data from multiple time and labor reporting systems, tracking offers of coverage, fulfilling employer obligations to provide individual and IRS reports in compliance with the ACA’s employer mandate and identifying any gaps that might require corrective actions during the calendar year. Due to the complexity of the ACA law and its regulations, the solution needs to be in compliance and up-to-date with current laws.

The initial contract period will be for a term of three years, with two possible one year renewals at the option of OSC. The selected vendor will be expected to commence data aggregation and eligibility tracking on January 1, 2022. The current vendor, Benefit Corporation of America, LLC. (“BCA”), will complete all reporting for calendar year 2021, and is eligible to bid on this RFP.

III. SCOPE OF SERVICE

The intent of this Request for Proposal (“RFP”) is to obtain firm fixed price proposals from qualified vendors to perform the following services:

- a. Provide complete administration for the Affordable Care Act’s (ACA) reporting requirements (Internal Revenue Code (IRC) §§ 6055 / 6056) for calendar year 2022 and thereafter;
- b. Provide an on-line tool that is able to aggregate data from multiple time and labor reporting systems, including employees with multiple jobs with the same employer, assist in the administration of varying measurement periods, administrative and stability periods, and track eligibility status for new and current employees.
- c. Provide consulting services related to ACA reporting and compliance to assist the OSC in meeting its obligations under ACA;
- d. Collect necessary human resources, payroll, time and labor, and health plan enrollment and eligibility data from the State of Connecticut’s PeopleSoft HRMS systems and third party administrators, including data on retirees, COBRA beneficiaries, and Partnership Plan employer groups that are not Applicable Large Employers;
- e. Analyze data, assign and track correct ACA codes;

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- f. Complete and submit forms electronically to the IRS with detailed information about health plan coverage of all individuals eligible for employer sponsored coverage in accordance with the ACA's Employer Mandate and related regulations (IRS Forms 1094-C, 1095-C, 1094-B and 1095-B and fully complying with §6055 (Self-Insured and Fully-Insured employer));
 - g. Identify and correct all IRS-identified errors on Form 1094 submissions;
 - h. Complete and distribute individual written statements, in compliance with IRC § 6055, to all employees, retirees, dependents and other individuals eligible for health benefit coverage under the State's plan, provide reprints or corrections of Form 1095 as needed;
 - i. Provide a solution for electronic delivery of form 1095-C to recipients and/or integration into the PeopleSoft self-service module;
 - j. Have the ability to identify potential noncompliance issues on a real-time basis including trending information to predict areas of risk; and
 - k. Provide training and on-going data management, reporting, administration and compliance support.
 - l. Upon contract termination or expiration provide data and coordination with any successor vendor, as needed.

Data Security Requirements

- a. Contractor's data center shall be SOC 2 compliant.
- b. The Contractor shall secure and encrypt all sensitive data.
- c. The Contractor's website access shall be secured, using latest secure technology.
- d. The Contractor shall have a secure audit trail which consists of, but not limited to, data access and changes made to enrollment data.

Account Management and Communications Requirements

- a. The Contractor shall assign a designated Account Manager with responsibility and authority to take all necessary steps to ensure that County expectations are met and to solve all professional performance, invoicing, and other conflicts that may arise.
- b. Contractor shall assign an implementation leader to manage the implementation process and to coordinate member communications with OSC staff.

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- c. The Contractor shall provide best practices for employee communications and notifications.
 - d. Performance guarantees may be based on a format that the Contractor recommends. However, the format must be acceptable to OSC and must be tracked and reconciled at the end of each performance period.

IV. SELECTION CRITERIA

The evaluation committee will evaluate firms on the basis of their written responses to this RFP and possibly oral interviews. Additional written information may be requested by OSC. The goal of the evaluation will be to select the best combination of qualifications, relevant experience and cost. The evaluation committee will also consider the following non-exclusive factors in making the determination:

- Credentials and experience of firm and key personnel to be assigned to the project (30 points)
- Demonstrated ability to meet and/or exceed all requirements (30 points)
- Work plan and timeline for completion (15 points)
- Cost of Services (15 points)
- Overall quality and completeness of proposal (and interview if applicable) (10 points)

V. SELECTION PROCESS AND SCHEDULE

Request for Proposal Questions and Response Phase:

April 12, 2021	Release of RFP by OSC
April 24, 2021	Vendor questions, if any, due at osc.rfp@ct.gov no later than 2:00 pm local time
April 30, 2021	Answers to vendor questions released
May 1, 2021	Notice of Intent to Bid due at OSC Administrative Services Division no later than 2:00 pm local time
May 19, 2021	Proposals due at OSC Administrative Services Division no later than 2:00 pm local time

Proposal Review and Proposer Selection Schedule:

May 27-28, 2021 Finalist Interviews, if necessary – Proposers must hold dates

May 31, 2021 Proposer Selection

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Questions

From the date the OSC issues this RFP until the date that it awards the Contract to the successful proposer, interested parties should not contact any employee of the OSC for additional information concerning this RFP, except in writing via email to the following address: osc.rfp@ct.gov. Interested parties should submit questions no later than 2:00 p.m. local time on April 24, 2022. Late questions may not receive answers. The Comptroller will answer all questions on behalf of the OSC and will post them on the OSC's website at <http://www.osc.ct.gov/vendor/index.html>.

B. Notice of Intent to Bid –

The notice of intent to bid (Attachment I) will be due at the offices of the OSC by 2:00 P.M. on May 1, 2021. In the notice, the Contractor must provide an email address for communication of information about the RFP and other matters about the Contractor selection process. The form should be submitted by email to osc.rfp@ct.gov. **No bids will be accepted from Contractors that fail to submit a Notice of Intent to Bid.**

C. Sealed Proposals

An authorized agent for the Proposer with authority to negotiate and contractually bind the Proposer must sign the proposal; such individual's title, address, and telephone number must also be provided. **The Proposer must submit one original and one unbound copy of its business proposal and cost proposal in a sealed envelope or carton upon which a clear indication has been made of the RFP reference title and the date and time the proposal is submitted.**

Hard copies must also be accompanied by a complete electronic copy of the response in PDF format on a USB flash drive. Proposers are also required to submit an electronic copy of the complete proposal from which all information claimed to be a trade secret or confidential commercial information has been redacted. The redacted copy of the proposal should be on a separate USB flash drive.

Proposers may send the proposal by courier or overnight delivery service or deliver in person to the address below, arriving no later than **May 19 at 2:00 p.m. local time**. To avoid any delivery issues, proposals sent by U.S. Postal Service must arrive before 3:00 p.m. on the day prior to the

due date. Proposals will not be publicly opened on the due date. Proposals received after the stated time herein may not be accepted. Postmark dates will not be considered as the basis for meeting any submission deadlines.

Proposals are to be submitted to:

STATE OF CONNECTICUT
Office of the State Comptroller
Administrative Services Division
165 Capitol Avenue
Hartford, CT 06106
Attention: Steven Cosgrove

D. Information Required in the Proposal:

a. Provide the information requested below on the title page:

- Name of Proposer
- Business Location
- Mailing Address
- Telephone Number
- E-mail Address
- Federal Employer ID Number / Social Security Number

The Proposer must designate an authorized representative and one alternate who may speak and act on behalf of the Proposer in all dealings with the agency, if necessary. Provide the following information for each individual:

- Names
- Telephone Numbers
- Normal Hours of Work

b. Transmittal Letter

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

- i. Identify the submitting organization;
- ii. Explicitly indicate unequivocal acceptance of all of the requirements of this RFP and acknowledge receipt of any and all amendments to this RFP;

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- iii. Bear the signature of the person with the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the firm any contract or agreement with the OSC.
 - iv. Explicitly warrant, represent and certify the following requirements have been met in connection with the RFP:
 - 1. The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
 - 2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and
 - 3. No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting completion.
 - v. Explicitly represent that no elected or appointed official or employee of the State of Connecticut had benefited or will benefit financially or materially from any contract or agreement executed in connection with this RFP. Any contract or agreement executed in connection with this RFP may be terminated by the OSC if it is determined that gratuities of any kind were either offered to, or received by, any state officials or employees from the firm, the law firm's agent(s), representative(s) or employee(s). Such action on the part of the OSC shall not constitute a breach of contract on the part of the OSC.

c. Table of Contents

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

d. Executive Summary

Proposers must provide an Executive Summary. This is to permit the Proposer to briefly summarize the most important aspects of each section of the Proposal. The Executive Summary must provide a high-level overview of the Proposal. The

Proposer must summarize its understanding of the objectives of the State in issuing this RFP, the intended results of the services, the scope of work, and any issues which need to be addressed.

e. Credentials and related experience

- i. Provide a brief history and description of your firm/company. Include information regarding experience with any governmental entities.
- ii. Indicate the length of time your firm has been providing employee benefits solutions, administration and compliance services.
- iii. Provide names and contact information of three (3) client references for which you have performed services reasonably comparable to those sought in this RFP.
- iv. Provide details on how many customers you had for the 2020 reporting year and the number of 1095's produced and the number of employees included in your five largest customers?

f. Demonstrated ability to meet all requirements

- i. Describe how your firm/company will meet each of the requirements listed in Section III "Scope of Service".
 - ii. Provide examples of performance guarantees with organizations of similar size to the State of Connecticut.
 - iii. Describe specific data input requirements related to the integration of client data into your tool.
 - iv. Describe your capability to support IRC §§ 6055 and 6056 reporting.
 - v. Describe the data fields you will require in order to perform the services.
 - vi. Describe internal controls and audit trail as well as reporting for user access and use of the system(s).
 - vii. Describe your plan to protect data, related reporting, analytics, and other intellectual property.
 - viii. Please indicate whether you have a formal information security program in place and the process in the event of a security breach, specifically
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pertaining to the protection of members whose data may have been compromised.

- ix. Provide a detailed project plan and implementation timeline and your firm/company's ability to meet the ACA reporting deadlines.

g. Questions to be Answered

- i. Will the Company review the affordability test for each employee and assure that the State receives a report as to which employees are required to receive an offer of coverage each month?
- ii. Are monthly reports provided in addition to the online database? If so please list.
- iii. Describe the process used to assure that eligible employees receive an offer of coverage.
- iv. What processes are in place to print forms if requested?
- v. How does the Company correct errors identified by the IRS, including SSN mismatches?
- vi. Will the Company prepare and send reports required under State individual mandate reporting laws, including California, New Jersey and Massachusetts?
- vii. Describe the support the Company will provide if the State receives a notice of penalty (226J) letter from the IRS.
- viii. Will the Company load all benefit plans and costs into its online database?
- ix. Will the Company provide notification of the Marketplace/Exchange to employees that experience a change in coverage and new hires within 14 days of hire?
- x. Describe the Company's record retention programs.
- xi. Does the Company consider itself a Business Associate under HIPAA, and is it willing to sign the State's Business Associate Agreement?

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- h. Cost of Services
 - i. Provide a breakdown of fees associated with implementation, reporting and ongoing administration.
 - ii. Detail available service enhancements and the associated costs.
 - i. State of Connecticut Contract Terms and Conditions

If you find any terms or provisions of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in the firm's failure to execute a contract in this matter.

E. Conformity and Completeness of Proposals

- a. To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The OSC, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.
- b. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.
- c. The submission of proposals shall constitute, without any further act required of the proposers or the OSC, acceptance of the requirements, administrative stipulations, and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in the OSC's rejection of the proposal. The OSC will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for the OSC to consider their proposal.
- d. No additions or changes to any proposal will be allowed after the proposal due date, unless the OSC specifically requests such modifications. The OSC may, at its option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of the proposals.

F. Terms and Conditions

Any Contractor responding to this RFP must be willing to adhere to the following conditions and must so state in its submission:

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 remain sealed 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 (See sample State Contract Attachment II).
3. Ownership of Proposals - All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-201 of the Connecticut General Statutes (Freedom of Information).
4. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under the contract awarded as a result of this RFP is to be the sole property of the State unless otherwise stated in the RFP or contract.
5. 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.
6. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
7. 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 contractor proposals.
8. "Not to Exceed" Quotations - All cost estimates will be considered as "not to exceed" quotations.
9. Exclusion of Taxes from Prices - The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and the State. Such taxes must be excluded from quoted prices.
10. Prohibition of Commissions - The State of Connecticut will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract.
11. Oral Agreements - Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.

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12. Amending or Canceling Requests - The State reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the State.
 13. Rejection for Default or Misrepresentation - The State reserves the right to reject the proposal of any Contractor which is in default of any prior contract or for misrepresentation.
 14. State's Clerical Errors in Awards - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
 15. 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.
 16. 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.
 17. 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.
 18. Collusion - By responding, 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.
 19. Remittance File Layout/ Submission Requirements - The selected Contractor certify that it 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>. See Attachment II.
 20. Freedom of Information – All materials submitted in connection with this RFP are subject to the terms of the State of Connecticut Freedom of Information Act (FOIA), Conn. Gen. Stat. §§1-201 *et seq.* and all rules, regulations and interpretations resulting therefrom. Due regard will be given for the protection of proprietary information contained in a vendor's proposal. Each vendor should identify particular sentences, paragraphs, pages or sections in its response which it in good faith believes to be exempt from disclosure under FOIA by marking each as "CONFIDENTIAL". It will not be sufficient to state in general terms that the entire proposal is proprietary in nature and therefore not subject to release to third parties. (See instructions above on submitting a redacted copy of your response on a USB flash drive.)

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

F. 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 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 forms must be completed and uploaded to BizNet in accordance with the following instructions:

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

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

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- 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.

Required Forms

Please include the following two forms within your RFP submission package (NOT via BizNet):

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>

VII. EXECUTION OF CONTRACT AND RELATED REQUIREMENTS

This RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete, the selected proposal will serve as the basis for a contract that will be negotiated and executed between the OSC, and the selected firm. If the OSC and the initial selected firm fail to reach agreement on all issues relative to the contract within a time determined solely by the OSC, then the OSC may commence and conclude contract negotiations with other proposers. The OSC may decide at any time to start this RFP process again.

VIII. FREEDOM OF INFORMATION ACT AND CONFIDENTIAL INFORMATION

A. All proposals submitted in response to this RFP are to be the sole property of the OSC, subject to the terms of the Connecticut Freedom of Information Act (FOIA) and its corresponding rules, regulations, and interpretations. It is the proposer's obligation to identify the particular sentences, paragraphs, pages, or sections that the proposer believes are proprietary or confidential in nature, and therefore exempt from disclosure under the FOIA. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly

marking said documentation as CONFIDENTIAL, the OSC will endeavor to keep said information confidential to the extent permitted by law. The OSC, 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 proposer will have the burden of establishing the FOIA exemption in any proceeding where it is an issue. In no event will the OSC or the State have any liability for the disclosure of any documents in its possession which the OSC believes are required to be disclosed pursuant to the FOIA or other requirements of law.

B. The OSC expects that a proposer will in good faith mark only sentences, paragraphs, sections, or pages that qualify as proprietary or confidential under the FOIA. Without waiving the proposal due date and time noted in this RFP, the OSC reserves the right to return any proposals having the majority of their pages marked as confidential or proprietary back to the proposer for compliance with this section.

Attachment I

INTENT TO BID FORM

Please fill out this form and email a PDF to osc.rfp@ct.gov. Note: This form must be received by 2:00PM on May 1, 2021.

Attention: ACA Consulting

The STATE OF CONNECTICUT

Name : _____

Authorized Personnel: _____

Title: _____

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

___ ACA Consulting and Compliance Services

We are not submitting a proposal because

Signature of this form confirms your intent to bid.

Signature: _____

Email address: _____

Date: _____

Attachment II

CORE-CT FILE EXCHANGE

There are currently two methods for exchanging files with the State's Core-CT system:

1. The carrier logs into the secure Core-CT Production Supplier Portal via https to download files. The URL is <https://corect.ct.gov:10400/psp/PSPRD/signon.html>

-or-

2. The carrier logs into the secure Core-CT Axway Server. The URL is <https://sfile.ct.gov/> For those using an automated system Axway has a client available at <http://www.axway.com/productssolutions/securetransport>

Testing Requirements

At least one test cycle must be completed successfully prior to going live employing one of the previously mentioned file transports.

The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the carrier's Tech Support area to accomplish this. Vendors must report in their response to this RFP whether they were able to successfully reach the portal sign on page at: <https://corect.ct.gov:10400/psp/PSPRD/signon.html> or have obtained Axway client software and successfully connected to: <https://sfile.ct.gov/>

For testing purposes, the link to the TEST supplier portal is:

<https://corect.ct.gov:15000/psp/PSTPR/?cmd=login&languageCd=ENG&>

Additional information for all parties that exchange data with State's Core-CT system is available at: <http://www.core-ct.state.ct.us/hrint/>

APPENDIX A
STANDARD CONTRACT TERMS AND CONDITIONS

STATE OF CONNECTICUT

Notice to Proposers

_____ **Standard Contract and Conditions**

SECTION 1

This Agreement (hereinafter referred to as “Agreement”) is entered into between _____ (hereinafter “state”) acting through the _____ (_____) pursuant to Connecticut General Statutes Sections 4-8, 4-65a and 4-66, and, a corporation having its principal offices (hereinafter “Contractor”). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence on (start date) and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than (end date) (hereinafter “end date”).

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

State - Wherever the term ‘State’ is used in this Agreement, it shall include _____, or her authorized agents, employees or designees.

SECTION 3

NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon ten (10) days written notice delivered by certified or registered mail. 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:

State: State of Connecticut

_____, CT _____
Attention: _____

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.

SECTION 4
SPECIFICATION OF SERVICES

(Insert Outline of Work)

SECTION 5
COST AND SCHEDULE OF PAYMENTS

The STATE 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 State.

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 State.

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 State and Contractor on the 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 of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State 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 State 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 State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

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 State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State 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 State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State'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 State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State 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 State'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 State for clarification. The State 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 State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, 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 State.

I. Quality Surveillance and Examination of Records

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

The State 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 State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State 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 State'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 State and shall make them available for inspection and audit by the State.

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 State, 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, its officers and employees. The State 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 State 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 State 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 State 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 Secretary of the Office of Policy and Management, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by

subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State 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 State 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 State of the need for the disclosure and will not disclose absent consent from the State.

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 State 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 State 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 State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) 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 members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 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.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 worker's 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 Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 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 employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 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.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and 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 Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; 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.

(f) 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.

(g) The Contractor agrees to the following provisions: 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 the employees are treated when employed without regard to their sexual orientation; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56; 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 the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56.

(h) 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 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 Conn. Gen. Stat. Sec. 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 State may so enter.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

R. Violence in the Workplace Prevention

This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

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 State 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 State of any payment to the Contractor constitute or be construed as a waiver by the State 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 State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State 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 State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Forum and Choice of Law

The Contract 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 the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. 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.

