# CONNECTICUT HEALTH INSURANCE EXCHANGE d/b/a ACCESS HEALTH CT

# REQUEST FOR PROPOSALS (RFP)

# FOR

# NAVIGATOR GRANT PROGRAM

**April 18, 2019**

## TABLE OF CONTENTS

# TABLE OF CONTENTS

**APPENDICES:**

# 1. BACKGROUND

The primary mission of the Connecticut Health Insurance Exchange d/b/a Access Health CT ("Access Health CT" or the "Exchange"), Connecticut's official state-based health insurance marketplace, is to increase the number of insured residents in Connecticut, promote positive health outcomes, lower costs, and eliminate health disparities. To accomplish this mission and meet certain requirements of the Patient Protection and Affordable Care Act ("ACA"), Access Health has developed an online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing and communication infrastructure, to raise awareness of health insurance options and facilitate consumer enrollment into healthcare coverage.

The Exchange has identified an opportunity to engage with organizations that share a common mission and have a strong connection with target communities in Connecticut. To meet the requirements of the Affordable Care Act and to support our corporate goals and initiatives, the Exchange seeks qualified applicants for its Navigator Grant Program (the "Navigator Program"). The Navigator Program will allow the Exchange to deepen its community relationships with the goal to engage, educate, and enroll individuals in target communities throughout Connecticut, particularly in the African-American/Black and Hispanic communities where the Exchange has seen enrollment decrease over the last four years.

| | End of OE Period | | | |
|---|---|---|---|---|
| Demographic | 2016 | 2017 | 2018 | 2019 |
| Hispanic* | 17.19% | 16.06% | 14.94% | 15.04% |
| Black or African American* | 9.19% | 8.01% | 6.99% | 6.79% |
| Asian* | 4.62% | 4.92% | 5.03% | 5.10% |
| Age 18-34** | 24% | 25% | 24% | 23% |

* Percent enrollment of selected demographics for active QHP enrollees (calculated for primary applicant respondents)

**Age percentage is calculated across entire QHP population

Marketplace research has shown that individuals respond best to their own set of trusted advisors and local leaders. While family and friends are usually the most influential people in a person's network, relevant community messengers are also very effective at breaking down communication barriers and spreading Access Health CT's brand and mission.

Accordingly, the Exchange seeks to partner with four (4) organizations that are viewed as a trusted, local community voice with a presence in communities across Connecticut. These organizations should have existing relationships with targeted groups, employers and employees, consumers, or self-employed individuals likely eligible for enrollment in a Qualified Health Plan (QHP).

Please review Access Health CT's 2019 Open Enrollment Summary for more information on the Exchange's outreach efforts.

**Our Values in Action**

*At Access Health CT, it is with our customers and our employees in mind that we seek to promote these collective values and to live by these behaviors. Our culture of acceptance welcomes and values everyone. We challenge the status quo to find new ways to grow and improve our community, our company and ourselves. Our people take pride in the service we provide, and in the spirit of the common good that we share.*

- **Authenticity**: Act with sincerity, credibility and self-awareness
- **Integrity**: Commit to doing the right thing with genuine intention
- **Excellence**: Aim high and challenge the status quo
- **Ownership:** Take responsibility and initiative
- **One Team**: Collaborate to succeed
- **Passion**: Dedication to creating opportunities for great health and well-being

# 2. SCOPE OF WORK

***ELIGIBLE ENTITIES***

I. To receive a grant under the Exchange's Navigator Program, eligible applicants must:

   i. Be capable of performing the duties described below during the period of July 1, 2019 – August 31, 2020 (the "Navigator Term");
   ii. Have enough office space and infrastructure (computers/laptops, Wi-Fi, chairs, tables. Etc.) at its business location to perform the duties described below;
   iii. Have office space that has private spaces for consultations with consumers.
   iv. Have free parking and be close to public transportation.
   v. Be open, at minimum, Monday-Friday.
   vi. Ideally, be in a geographic area (or reasonable proximity) where the Exchange has historically received the highest number of QHP visitors/enrollees (Stamford, Danbury, New Haven, East Hartford, New Britain) or located in or near one of the following 19 towns/cities that represent 71% of the combined Black/African American, Hispanic/Latino, and Asian population in the State:

| | | | | |
|---|---|---|---|---|
| Bridgeport | Greenwich | Meriden | Norwalk | Waterbury |
| Bristol | Hamden | Middletown | Norwich | West Hartford |
| Danbury | Hartford | New Britain | Stamford | West Haven |
| East Hartford | Manchester | New Haven | Stratford | |

   vii. Demonstrate to the Exchange that the applicant has existing relationships, or could readily establish relationships, with employers and employees, consumers (including the uninsured and underinsured), or self-employed individuals likely to be eligible for enrollment in a QHP;
   viii. Complete the Exchange's Navigator Training Program and meet any related certification requirements prescribed by the Exchange;
   ix. Not have a conflict of interest during the Navigator Term; and
   x. Comply with the Exchange's Privacy Policy and the privacy and security safeguards

applicable to Non-Exchange entities set forth in 45 CFR §155.260 (b); and

xi. Execute an agreement with the Exchange, substantially in the form of the draft contract set forth in **Appendix A** (the "Contract").

II. The following types of entities are eligible to receive a Navigator Grant:

i. A trade, industry or professional association;
ii. A community and consumer-focused nonprofit group;
iii. A chamber of commerce;
iv. A labor union; or
v. A small business development center.

III. A Navigator cannot be a health insurer or receive any consideration directly or indirectly from an insurer in connection with any QHP enrollments (such as commissions).

***<u>DUTIES OF NAVIGATORS</u>***

I. Navigators will perform the following duties:

i. Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange.
ii. Provide information and services in a fair, accurate, and impartial manner which includes:
    1. Providing information that assists consumers with submitting the Exchange's eligibility application;
    2. Clarifying the distinctions among health coverage options and acknowledging other health programs, such as Medicaid;
    3. Helping consumers make informed decisions during the health coverage selection process, including directing consumers to the Exchange's Certified Independent Brokers for advisement on health plan selection; and
    4. Providing information about the availability of premium tax credits and cost sharing reductions.
iii. Facilitate selection of and enrollment into a QHP.
iv. Provide referrals to the Office of the Healthcare Advocate or other appropriate agencies for any enrollee with a grievance, complaint, or question regarding a health plan, coverage, or a determination under such plan or coverage.

v. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange.

vi. Inform applicants of the functions and responsibilities of Navigators including that Navigators are not acting as tax advisers or attorneys when assisting consumers and cannot provide tax or legal advice.

vii. Receive authorization from applicants to access their PII and retain such authorization in accordance with the Exchange's record retention policies; inform applicants of their ability to revoke such authorization at any time.

viii. Provide targeted assistance to underserved or vulnerable populations as identified by the Exchange.

ix. Provide information and assistance on the process of filing Exchange eligibility appeals.

x. Provide information and assistance, including referrals to IRS, tax advisers/preparers or other related resources, regarding:

   1. The process of applying for exemptions from the individual shared responsibility payment that are granted through the Exchange.
   2. The availability of exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment that are claimed through the tax filing process and how to claim them.
   3. The Exchange-related components (Form 1095-A) of the premium tax credit reconciliation process.

II. Navigators will assist the Exchange with several initiatives including, but not limited to, the following:

i. <u>Community Outreach</u>

   1. Organize, host and staff activities to support Access Health CT (before, during or after open enrollment). These activities may include but are not limited to:
      i. Healthy Chats (informational/educational sessions)
      ii. Four (4) Enrollment Fairs
      iii. Customer Support Centers (post Open Enrollment)
      iv. Four (4) Community events/sponsorships
      v. Schedule and attend two (2) meetings or speaking engagements per week (8 per month).
   2. Topics:

i. Recommend topics for Access Health CT to engage the community
ii. Co-present with Access Health CT staff, co-organize participation by brokers and Enrollment Specialists for in-person enrollment help if needed.

3. Promotion:
   i. Promote events in available mediums/platforms (e.g. newsletter, bulletin boards, emails, social media, public relations, phone calls, etc.).
   ii. Recommend additional mediums for Access Health CT to spread the word in the community (e.g. local newspaper, radio, social media, etc.).
4. Identify and increase number of leaders and community influencers to:
   i. Engage with and promote Access Health CT initiatives and events.
   ii. Convene 3 meetings of regional leaders and Access Health CT senior leadership.
   iii. Assist with brand awareness.
5. Annual Community Conference (October):
   i. Support conference planning and logistics as needed prior to and on day of event.
   ii. Recommend workshop topics/ideas.
   iii. Organize and participate on a panel on effective outreach in diverse communities.
6. Information sharing:
   i. Contribute ideas for webinars, printed material, speaking opportunities, and potential outreach tour events.
   ii. Provide insight of local communities to Access Health CT, allowing for a deeper connection with a wider group of residents.
   iii. Share pertinent information about Access Health CT with residents, community influencers and stakeholders, including distributing brochures, pamphlets or posters in targeted locations (e.g. barber shops, supermarkets, pharmacies, etc.)

ii. Marketing

1. Actively engage in social media promotion via Twitter, Facebook, and/or Instagram by sharing Access Health CT posts and events; escalate issues that

emerge online to Access Health CT team.

2. Share local media contacts for paid and organic efforts including co-branded and co-op opportunities.
3. Work with Access Health CT team to develop content for social and web platforms, highlighting the importance of healthcare and preventive services to address health disparities that exist in Connecticut.
4. Distribute collateral, posters and other communications to help spread the word in the community.
5. Increase brand visibility, perception, and awareness via events, Enrollment Fairs, sponsorships, meetings, speaking engagements, etc.

***ACCOUNTABILITY REPORTING REQUIREMENTS***

Navigators must comply with the following reporting requirements:

i. Submit biweekly, monthly, and quarterly reports on progress on outreach and enrollment initiatives and other reporting elements, such as number of visitors, issues, events, etc.
ii. Participate in weekly calls with Access Health CT and other Navigators to share updates, best practices, and make recommendations on program adjustments.
iii. Maintain accurate records, track against program budget and provide such records to Access Health CT upon request.
iv. Attend in-person meetings as necessary to present on outreach and enrollment work, including Board of Director meetings as requested by the Exchange.
v. At end of the Navigator Term, provide the Exchange a comprehensive report of the Navigator’s efforts in performing the required duties and initiatives.

***GRANT AWARD***

The Exchange anticipates awarding four (4) grants, with each grant not to exceed Seventy-Five Thousand Dollars ($75,000.00) during the Navigator Term.  The Exchange will disburse the grants in two (2) installments: (i) July 2019; and (ii) January 2020. The Exchange reserves the right to modify the number of grant awardees and/or grant award amounts.

***TRAINING REQUIREMENTS***

I. The Exchange's Training Department will develop and provide all entities and individuals carrying out Navigator functions under the Navigator Program a core training curriculum (the "Core Curriculum") that will ensure expertise in:

   i. The applicable provisions of Affordable Care Act and Connecticut Medicaid Program;
   ii. The needs of underserved and vulnerable populations, including cultural and linguistic appropriate access;
   iii. Eligibility and enrollment rules and procedures;
   iv. The range of QHP options and affordability programs;
   v. The privacy and security standards applicable under 45 CFR §155.260;
   vi. The process of filing Exchange eligibility appeals;
   vii. General concepts regarding exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, including the application process for exemptions granted through the Exchange, and IRS resources on exemptions;
   viii. The Exchange-related components (Form 1095-A) of the premium tax credit reconciliation process and IRS resources on this process;
   ix. Basic concepts and rights related to health coverage and how to use it; and
   x. Providing referrals to IRS, tax advisers/preparers or other related resources;
   xi. Exchange eligibility and enrollment system; and
   xii. Special Enrollment Period and Verification Checklist requirements.

II. Additional training may include but is not limited to:

   i. Community outreach initiatives
   ii. Marketing strategy
   iii. Presentation skills
   iv. Social media skills
   v. Event planning
   vi. Workplace harassment
   vii. Inclusion and diversity
   viii. Ethical guidelines for community engagement
   ix. Exchange web portal and systems

III. Following the completion Core Training Curriculum, the Exchange's Training Department will administer a certification exam, which Navigators must pass before assisting consumers or performing any other Navigator duties.

IV. The Exchange may require Navigators complete additional training as may be necessary at any time during the Navigator Term

***ADDITIONAL EXCHANGE RESOURCES***

I. The Exchange will provide each Navigator with two (2) laptops for use in enrolling consumers into health coverage.
II. During the high-volume season (November – February), the Exchange will provide two (2) individuals from the Exchange's Call Center to work onsite at each Navigator location to assist with the performance of Navigator duties. As these two individuals are employees of the Exchange's Call Center vendor, the Exchange will bear the cost of these additional resources.
III. The Exchange's Community Outreach Manager will oversee the day-to-day operations of the Navigator Program.

## 3. NAVIGATOR APPLICATION REQUIREMENTS

I. Respondents to this RFP must include the following information in their Proposal:

   i. Organizational information including: name, type (tax-exempt, 501(c)(3), LLC, Corp., etc.), background (i.e. mission, vision, programs), staffing structure, and location(s);

   ii. Geographic reach;

   iii. Demographics of communities served (e.g. racial, age, income level, etc.);

   iv. An explanation of the organization's qualifications and summary of any past projects that would enable your organization to serve as a Navigator and perform the work described in Section II – Scope of Navigator Program. Responses should demonstrate experience reaching hard-to-reach populations and adaptive approach to varying ethnic, cultural, linguistic, literacy, and health literacy requirements of people served;

   v. Proposed Approach/Project Plan to address the requirements described in Section II – Scope of Navigator Program. Responses should include innovative tactics to be employed as Navigator, metrics to measure success, and desired outcomes.

   vi. Program budget and budget narrative to justify grant award;

   vii. Navigator staffing structure including brief bios or resumes of each staff member who will be involved, their role, and the number of hours per week they will devote to the project, and availability (e.g. weekday, evenings, weekends). Selected Navigators must have at least one full-time (or full-time equivalent) individual staffing the Navigator Program;

   viii. Contact information including phone and email for primary contact, address(es), website address, and social media handles;

   ix. Three (3) references. Include name, title, phone, email, and relationship to the Respondent. References who can speak to Respondent's potential ability to perform the Navigator duties are ideal;

   x. Organizational statement that addresses the following questions:

      - Why is your organization interested in serving as an Access Health CT Navigator?
      - Is your organization passionate about access to health care? Why?
      - What outreach does your organization currently conduct about access to health care?
      - What communities does your organization currently work with and would such communities be interested in learning more about their health care options?

- What is your organization’s experience working with media (TV, radio, print, web, social)?
- Is your organization currently the recipient of any grants? If yes, please describe the purpose of the grant(s) and the impact, if any, the Navigator Grant would have on your organization’s other grant awards.

II. Additional responses required in the Proposal:

   i. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in provided the services set forth herein to the Exchange.

   ii. If you find any term or provision 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 your firm's failure to execute a contract for this engagement.

   iii. Discuss any pending complaints or investigations, or any made or concluded within the past five (5) years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees, attorneys and/or associates.

# 4. INSTRUCTIONS TO RESPONDENTS

## I. RFP Schedule

| Activity | Date |
|---|---|
| Issuance of RFP | 4/18/19 |
| Written Questions Due | 4/29/19 |
| Answers Posted | 5/6/19 |
| Proposals Due | 5/16/19 at 4:00 p.m. |

Organizations may submit written questions regarding this RFP, by email only, directed to Karen.Perez@ct.gov, no later than April 29, 2019. The Exchange will post answers by May 6, 2019 only in the form of one or more addenda to this RFP and made available on the Exchange's website, https://agency.accesshealthct.com/solicitations. The Exchange may not post answers to questions received after the deadline. Firms are responsible for checking the website for any addenda to this RFP.

The Exchange reserves the right to require an oral presentation from select Respondents. If the Exchange moves forward with oral presentations, selected Respondent's key staff, such as the proposed project partner must be present at the oral presentation. Selected Respondents should limit their staff participation to no more than five (5) members.

From the date that the Exchange issues this RFP until the date that it awards the Contract to the selected Respondent, interested firms should not contact any employee of the Exchange for additional information concerning this RFP except through written questions as set forth above.

## II. Submission of Sealed Proposals

Each Respondent must submit a Proposal that meets the requirements set forth in the "Contents of Proposals" section below, in a SEALED envelope or carton, clearly marked with "RFP –Navigator Grant Program", the RFP due date, and the name and address of the responding organization. Failure to follow these labeling instructions could delay the opening of a submission and disqualify a Respondent from further consideration.

Respondents must send seven (7) copies of the Proposal by U.S. Mail or overnight delivery service to:

Connecticut Health Insurance Exchange
d/b/a Access Health CT
280 Trumbull Street
Hartford, CT 06103
Attn: Karen Perez

**The Exchange must receive submitted Proposals no later than May 16 30, 2019, at 4:00 p.m. local time. Proposals sent by U.S. Mail must arrive by 4:00 p.m. on the due date.** The Exchange will not consider postmark dates as a basis for meeting the submission deadline. The Exchange will not consider Proposals received after the submission deadline.

A Respondent's submission of a Proposal shall constitute, without any further act required of the Respondent or the Exchange, the Respondent's acceptance of the requirements, administrative stipulations and all the terms and conditions of this RFP, including those contained in the Contract set forth in Appendix A. Proposals must reflect compliance with these requirements. Proposals that do not conform to the requirements set forth herein may result in the Exchange's rejection of such Proposals. The Exchange will reject any Proposal that deviates materially from the specifications, terms or conditions of this RFP. The Exchange may not consider Proposals that contain even minor or immaterial deviations unless the Respondent provides sufficient justification for such deviations.

No additions or changes to any Proposal will be allowed after the Proposal due date unless the Exchange specifically requests the addition or change. The Exchange may seek Respondent retraction and/or clarification of any discrepancy or contradiction found during the review of Proposals.

## III. Contents of Proposals

Proposals *must* include all the following:

1. All information and responses requested by this RFP including those in Section III – Navigator Application Requirements. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11-inch paper using at least 12-point type with standard margins.

2. A Certificate of Insurance that meets the Insurance requirements laid out in the Contract attached as **Appendix A**.

3. Completed forms a – e, listed below.

    a. IRS Form W-9

    b. Ethics Form 5 – Consulting Agreement Affidavit, attached as **Appendix C**

    c. SEEC Form 10 – Acknowledgement of Receipt of the State Elections Enforcement Commission's Notice of Campaign Contribution and Solicitation Limitations, as attached in **Appendix D**

    d. Nondiscrimination Form A (Affidavit by Individual) or Nondiscrimination Form C (Affidavit by Entity), attached as **Appendix E**. Respondents should only submit the applicable form, not both.

4. **Offer of Gratuities Certification**: Respondents must represent that no elected or appointed official or employee of the State of Connecticut or the Exchange has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Exchange 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 firm's agent(s), representative(s) or employee(s). Such action on the part of the Exchange shall not constitute a breach of contract by the Exchange.

5. **Validation of Proposals:** Each Proposal must be signed by an authorized official and shall be a binding commitment that the Exchange may incorporate, in whole or in part, by reference or otherwise, into the Contract. The Proposal must also include evidence that the person submitting the proposal has the requisite power and authority on behalf of the firm to submit and deliver the

Proposal and subsequently to enter into, execute and deliver, and perform the Contract.

6. A **USB flash drive** containing all documents in a format compatible with Microsoft Word and/or Excel and affording the user the capability of searching its contents, except that signature pages and forms that are not conveniently available in Word format may be provided in PDF format.

## IV. Conformity and Completeness of Proposals

To be considered acceptable, Respondents must submit Proposals that are complete and conform to all material RFP instructions and conditions. The Exchange, in its sole discretion, may reject in whole or in part, any Proposal if in its judgment the best interests of the Exchange will be served.

## V. Presentation of Supporting Evidence

Respondents must be prepared to provide evidence of experience, performance, ability, financial resources or other items that the Exchange deems necessary or appropriate concerning the performance capabilities represented in its Proposals.

## VI. Misrepresentation or Default

The Exchange may reject a Proposal and void any award resulting from this RFP to a firm that makes any material misrepresentation in its Proposal or other submission in connection with this RFP.

## VII. Disqualification

Any attempt by a Respondent to influence a member of the evaluation committee during the Proposal review and evaluation process will result in the elimination of that Respondent's Proposal from consideration.

## VIII. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by firms with any state agency, the Exchange, or an employee of a state agency or the Exchange will be disregarded in any proposal evaluation or associated award.

## 5. ADDITIONAL TERMS AND CONDITIONS

### I. Ownership of Proposals

All Proposals will become the sole property of the Exchange and will not be returned.

### II. Amendment or Cancellation of this RFP

Issuance of this RFP does not guarantee that the Exchange will award a Contract to any Respondent. The Exchange reserves the right to withdraw, re-bid, extend or otherwise modify the RFP or the related schedule and process, in any manner, solely at its discretion.

The Exchange also reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the Exchange's view, the step is not needed;
- At its sole discretion, reject any or all Proposals at any time; and
- Open contract discussions with other Respondent(s) if the Exchange and the first selected Respondent(s) are unable to agree on contract terms.

### III. Errors

The Exchange reserves the right to correct clerical or administrative errors that may be made during the evaluation of Proposals or during the negotiation of the Contract and to change the Contract award accordingly. In addition, the Exchange reserves the right to re-evaluate Proposals and the award of the Contract in light of information either not previously known or otherwise not taken into account prior to the Contract award. This may include, in extreme circumstances, revoking the awarding of the Contract already made to a firm and subsequently awarding the Contract to another firm.

Such action on the part of the Exchange shall not constitute a breach of contract on the part of the Exchange since the Contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the Exchange and such firm.

The Exchange may waive minor irregularities found in Proposals or allow the Respondent to correct them, depending on which is in the best interest of the Exchange. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the Proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other Respondents, as determined in the sole discretion of the Exchange.

### IV. Freedom of Information

The Exchange is a quasi-public agency and its records, including responses to this RFP, are public records. *See* Conn. Gen. Stat. §§ 1-200, *et seq*., and especially §§ 1-210(b)(4) and 1-210(b)(5)(B). Due regard will be given to the protection of proprietary or confidential information contained in all Proposals received. All materials associated with this RFP, however, are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its Proposal, it will not be sufficient merely to state generally in the Proposal that the Proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, the firm must specifically identify those sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the Proposal. Any submitted Proposal ant the fully executed Contract will be considered public information and subject to FOIA. The Exchange has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The firm has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Exchange have any liability for the disclosure of any documents or information in its possession that the Exchange believes are required to be disclosed pursuant to FOIA or any other law.

## V. Notice of State Certification Requirements

A. The selected firm must execute a Gift and Campaign Contribution Certification (Ethics Form 1), attached as **Appendix B**, contemporaneously with the Contract and deliver them together to the Exchange. Please do not submit a signed Ethics Form 1 with your Proposal; it is included in the RFP for informational purposes only.

B. Each Respondent must deliver a Consulting Agreement Affidavit (Ethics Form 5), attached as **Appendix C**, with its Proposal. The selected firm(s) must amend Ethics Form 5 whenever the firm enters into any new consulting agreement during the term of the Contract.

C. With regard to a state contract, as defined in Public Act No. 07-1, having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to the Proposal in response to this RFP must expressly acknowledge receipt of the State Elections Enforcement Commission's notice, as attached in **Appendix D**, advising prospective state vendors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

D. Pursuant to Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every vendor is required to provide the State of Connecticut with documentation to support the vendor's nondiscrimination agreements and warranties. Copies of two certification forms (one for businesses submitting a response to this RFP and one for individuals submitting a response to this RFP) that will satisfy these requirements are attached to this RFP as **Appendix E**. An authorized signatory of the selected firm(s) must sign the applicable certification form and submit it to the Exchange with its Proposal.

## VI. Execution of Contract

This RFP is the instrument through which the Exchange solicits Proposals. This RFP is not a contract. Upon the Exchange's selection of a Respondent firm, the firm must enter into a contract with the Exchange substantially in the form of the Contract set out in **Appendix A**. The selected firm's Proposal and this RFP may serve as the basis for additional Contract terms. If the Exchange and selected firm(s) fail to reach agreement on Contract terms within a time determined solely by the Exchange, then the Exchange may commence and conclude contract negotiations with other Respondents. The Exchange may decide at any time to start this RFP process again.

## VII. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the Exchange. No person or entity, other than the firm to which the Contract was awarded, is permitted to perform work without the prior written approval of the Exchange.

## VIII. Compliance with Federal, State and Other Requirements

In the Contract, the firm will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations of federal, state, municipal or other governmental departments, commissions, boards, bureaus, agencies or instrumentalities.

## IX. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999.