Connecticut Health Insurance Exchange
D/B/A Access Health CT

Media Production Services

Request for Proposals (RFP)

(4/20/15)

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1. Summary

Since the passage of the People's Protection and Affordable Care Act (ACA) in March of 2010, and Governor Malloy's signing of Public Act 11-53 in July of 2011, Connecticut has built a state-based marketplace for health care coverage. The primary mission of the Connecticut Health Insurance Exchange, D/B/A Access Health CT ("Access Health CT"), is to increase the number of insured residents in Connecticut, promote positive health outcomes, lower costs and eliminate health disparities. To accomplish this mission, Access Health CT has developed an online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing, communication and enrollment infrastructure to raise awareness of new health insurance options and facilitate enrollment in coverage.

Throughout the planning, building and operational phases of Access Health CT, several assessments were made of the location and composition of both the general population of Connecticut, as well as uninsured and underinsured residents. Gathered data includes information such as household income, race/ethnicity, age, gender and geographic location, and was instrumental in enabling Access Health CT effectively target and reach residents who were likely to benefit from health care coverage offered through AHCT. These assessments also helped Access Health CT establish a baseline against which its progress toward fulfilling its mission could be measured.

Following the launch of Access Health CT as Connecticut's official state-based health insurance marketplace, nearly 500,000 state residents signed up for health care coverage, pushing the uninsured rate in the state below 4%. As the organization evaluates its operational effectiveness during the two open enrollment periods that have occurred, Access Health CT is furthering its understanding of the individuals who have enrolled in coverage and estimating the impact of the organization's efforts on the uninsured population. A solid understanding of both these items is critical to ensure that impactful member communication and retention programs and general market and target population acquisition efforts are constructed.

Against this backdrop, Access Health CT intends to contract with a vendor who can leverage a substantial amount of existing research and data to aid in the development of a brand and messaging platform for the upcoming 2016 open enrollment period (currently slated for November 1, 2015 through January 31, 2016), provide solid strategic guidance on tactical development and execution, and aid in the production of key media assets.

2. Scope of Work

In anticipation of the next open enrollment period which begins on November 1, 2015 ("2016 Open Enrollment"), Access Health CT seeks to engage a marketing services firm with brand development, graphic design, and media production expertise to produce and update a series of creative assets for use in Access Health CT's multicultural outreach, education, retention and enrollment activities.

The anticipated term of the contract shall begin on date specified in the executed contract and shall continue through January 31, 2016 (the close of the 2016 OE period).

The scope of the vendor's work will include the following activities:

1) Conduct an exhaustive review of internal and external research on member and prospect populations for Access Health CT products and services, and develop a comprehensive understanding of these two groups. Should gaps exist, the vendor should suggest additional research efforts.

2) Develop a brand positioning statement (based on review of existing research) that will guide creative messaging for Access Health CT's open enrollment campaign. (The brand positioning statement and rationale should be presented in a formal Power Point presentation.)

3) Develop a messaging hierarchy for Access Health CT's two primary target groups (members and prospects) detailing specific communication points (in order of importance) that will have the greatest impact in attracting customers, communicating value, increasing understanding of health insurance, and driving retention. (The messaging hierarchy should be presented in a formal Power Point presentation.)

4) Design, develop and produce the media deliverables in subparagraphs a through f, below, for Access Health CT's use leading up to and during 2016 Open Enrollment. Some of these deliverables are specific to Access Health CT's Small Business Health Options (SHOP) program. For each media tactic, the vendor must provide a detailed creative brief to be approved by Access Health CT prior to production of the media tactic. As the deliverables include the creation and production of Spanish language media assets, the vendor must demonstrate substantial in house multi-cultural expertise, or engage with an external multi-cultural marketing firm approved in advance by Access Health CT. Access Health CT requires Spanish language media assets to be developed specifically for Spanish speaking audiences, and not simply be translations of English language copy.

    a. Production of 5 television spots, as detailed below. Each television spot will have 3 versions: (a) one initial version to begin 2016 OE, and (b) two (2) additional versions to allow for updates to date/time and call to action messaging through the open enrollment period.

        i. Two (2) 30-second English language spots, total of 6 versions

        ii. One (1) 60-second English language spot, total of 3 versions

        iii. Two (2) 30-second Spanish language spots, total of 6 versions

b. Production of 8 radio spots, as detailed below. Each radio spot (except SHOP spots) will require 3 versions: (a) one initial version to begin 2016 OE, and (b) two additional versions to update date/time and call to action messaging through the enrollment period.

   i. Two (2) 30-second English language spots, total of 6 versions

   ii. Two (2) 30-second Spanish language spots, total of 6 versions

   iii. Two (2) 30-second English language spots for SHOP, no additional versioning

   iv. Two (2) 30-second Spanish language spots for SHOP, no additional versioning

c. Production of 2 newspaper/print ads, versioned into specific publication sizes (sizes vary by newspaper) (b/w & 4/4).

   i. One (1) English language

   ii. One (1) Spanish language

d. Production of 2 newspaper/print ads for SHOP, versioned specific publication sizes (sizes vary by newspaper) (b/w & 4/4).

   i. One (1) English language

   ii. One (1) Spanish language

e. Production of 6 digital banner ads (3 in English and 3 in Spanish), versioned to a maximum of 4 different sizes based on campaign needs.

f. Production of 6 digital banner ads for SHOP (3 in English and 3 in Spanish) versioned to a maximum of 4 different sizes based on campaign needs.

5) For all media elements specified above, the selected vendor will have primary responsibility for coordination and transferring all items to other Access Health CT contractors upon request. Transfer of assets, when requested, must occur within 72 hours of request. Digital copies of all final versions of materials produced must be provided to Access Health CT upon completion. At the end of the contract term, one final collection of completed materials will be made available to Access Health CT in the form of a physical hard drive or DropBox link.

6) Development of a detailed project plan and timeline to deliver the above assets to Access Health CT or a designated partner on or before August 1, 2015. In support of the project plan, the selected vendor will need to participate in weekly Access Health CT project status calls, with in-person attendance required for at least one meeting each month. Expenses related to in-person meeting attendance will not be covered by Access Health CT. Project timelines and status updates on deliverables must be updated and shared with Access Health CT at least once weekly. The schedule for updates will be determined by Access Health CT.

7) Provide detailed accounting of cost for completing the work (see section 6.0 of this RFP for further details). This should be broken into two categories:
   a. Cost for professional services to perform and deliver the items specified above. List the cost for each item or activity, not by topic or "bucket".
   b. Rate card for use in evaluating the cost of additional elements not contained here.

8) Collaborate with other vendors of Access Health CT as requested.

9) Assign one primary contact at your agency to manage the Access Health CT project. That individual should be present for the oral presentation to Access Health CT and provide updates (daily if needed) to an Access Health CT representative (i.e. Advertising/Brand manager).

10) Obtain advance written approval of Access Health CT prior to engaging any subcontractors to perform work in connection with Access Health CT projects. Access Health CT may require proposed subcontractors to provide additional documentation or information. If a subcontractor will be central to a vendor's performance of work for Access Health CT, the subcontractor should be present for the vendor's oral presentation in support of its response to this RFP.

3. Background and Qualifications

Provide a summary of any past projects that would enable you to successfully perform this work. Specifically address experiences you have working in the areas of healthcare and health insurance. During the oral presentation, your agency should provide examples of previous multicultural work (i.e. TV, newspaper, radio and banner ads).

Provide an anticipated staffing plan for this engagement, including biographical sketches of staff who will be engaged, their proposed role, and the amount of time (as a %) they would devote to Access Health CT account activity.

Lastly, please provide three customer references for relevant prior work, including name, title, phone, email, and a description of the work performed.

4. Selection Criteria

The evaluation committee will evaluate firms on the basis of their written responses to this RFP, additional written information that may be requested by Access Health CT, and oral presentations. The goal of the evaluation will be to select the firm that provides the best combination of qualifications, relevant positive experience and cost. The evaluation committee will also consider the following non-exclusive factors in making that determination:

- Depth and quality of experience with Connecticut quasi-public entities or other reasonably comparable experience.

- Depth and quality of experience in current and recent developments in state and federal healthcare and health insurance reform.

- Qualifications of personnel, including the experience and availability of the lead account manager(s).

- Quality of past deliverables that are referenced in proposal.
- Results of reference checking.
- Reasonableness of rates proposed, and clarity of pricing structure and fee schedule.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.

5. Instructions to Proposers

I. Proposal Schedule

Activity	Date
RFP Issued (open for 14 days)	**4/20/2015**
Proposal Due Date (by 5:00 PM EST)	**5/04/2015**
Oral Presentations for RFP finalists	**5/05/2015 – 5/15/2015**
Target Award Date	**5/20/2015**

From the date that the Exchange issues this RFP until the date that it awards the Contract to the successful proposer, interested parties should not contact any employee of the Exchange for additional information concerning this RFP, except in writing directed only to **Kecia.stauffer@ct.gov**. Answers to proposer questions will be posted as needed. Late questions may not receive answers. The answer to questions will be provided only in the form of one or more addenda to this RFP, and made available on the Exchange's website, http://ct.gov/hix, under the "Contact Us" tab under the heading "Doing Business with the Exchange." Proposers have the responsibility to check the website for any addenda to this RFP.

All proposals must be submitted by 5:00 PM EST on 5/4/2015.

II. Submission of Proposals

To be considered, all submissions must include all of the following:

1. Responses to the questions asked;
2. All information and completed forms attached to this RFP;
3. The following completed forms. These forms are redundant in certain areas, but since each form satisfies a solicitation/contracting requirement of the State, the redundancy cannot be avoided at this time:
    a. Ethics Form 1 – Gift and Campaign Contribution Certification, attached as Appendix B.
    b. Agency Vendor Form (SP-26NB), attached as Appendix C;
    c. W-9 Form, available at http://www.irs.gov/pub/irs-pdf/fw9.pdf;

   d. CHRO Employment Information Form, attached as Appendix D;
   e. Ethics Form 5 – Consulting Agreement Affidavit, attached as Appendix E. Selected firms must also submit an updated Form 5 together with their delivery of the executed Contract, which Form 5 must be dated contemporaneously with the date that the firm executes the Contract.
   f. The appropriate Nondiscrimination Certification from those attached as Appendix F.
4. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.
5. The submission of proposals shall constitute, without any further act required of the proposers or the Exchange, 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 Exchange's rejection of the proposal. The Exchange 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 for the Exchange to consider their proposal.
6. No additions or changes to any proposal will be allowed after the proposal due date, unless Access Health CT specifically requests such modification. Access Health CT may, at its option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of proposals.

III. Contact for this RFP

The contact person for the purposes of this request is:

Kecia Stauffer
The Connecticut Health Insurance Exchange D/B/A Access Health CT
280 Trumbull Street, 15th floor
Hartford, CT 06103
860-757-5315 (Phone)
kecia.stauffer@ct.gov (Email)

IV. Information Required in the Proposal

1. Name the primary individuals who would work with Access Health CT, and explain their experience, relevant background and anticipated duties. Include brief resumes for each.

2. 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 serving as counsel for the Exchange for this engagement.

3. Explain the firm's qualifications in light of the stated Selection Criteria detailed above.

4. 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.

5. Include a detailed and specific fee proposal using Appendix I. You must include a fee proposal with specific hourly rates for each category of person who will work on the engagement.

6. Provide names and contact information of three (3) client references for whom you have performed services reasonably comparable to those sought in this RFP.

V. Oral Presentations

Access Health CT will require an oral presentation from select Responders. Responder's key staff, such as the proposed project manager, and critical subcontractors must be present at the oral presentation. Oral presentations should not exceed one hour in length. Any requirements for presenting, such as HDMI cables or projectors, should be communicated to Access Health CT staff at least 2 days in advance of the scheduled presentation.

VI. Proposal Formatting

When preparing your response to this RFP, please adhere to the following requirements and guidelines:

1. The Responder's proposal should consist of the following sections, in the order listed below:
    a) Cover Letter
    b) Table of Contents
    c) Executive Summary
    d) Organizational Qualifications
    e) Approach and Methodology To Address Items Detailed In Scope of Work
    f) Proposed Project Timeline to Meet Key Dates
    g) Cost/Pricing Proposal
    h) Biographical Sketches for Key Personnel
    i) 3 References

2. The proposal should be formatted as follows:
    - Paper size: 8.5 x 11 inches
    - Minimum font size: 11 point (except for footnotes, headers, or footers)
    - Ready for printing: All electronic files submitted will be pre-formatted for printing
    - Software: All electronic files submitted should be created (or fully compatible) with any of the following software suites or packages: Microsoft Office 2010, Adobe PDF.

3. The Responder must submit:
    - One (1) digital copy of the proposal
    - Ten (10) printed color copies of the proposal

6. Cost Proposal

Provide a cost summary using the basic template format below. Please provide a detailed narrative that supports these costs.

Additionally, please provide a rate card or approximate hourly rates for reference, should other work or services arise that were not detailed or anticipated in the current project scope.

Estimated Costs by Engagement Area	($)	
Development of brand positioning statement		
Development of message hierarchy		
Design development and production of specified items including		
a) 5 television spots (with requested versions)		
b) 8 radio spots (with requested versions)		
c) 4 Newspaper ads (with requested versions)		
d) 12 digital banner ads (with requested versions)		
Client and account management, including participation on weekly calls and meetings, and interactions with additional Access Health CT partners		
Total Cost		$

7. Insurance and Indemnification Requirements

Please describe your current insurance coverage for the following types of insurance: Commercial General Liability, Professional Liability, Worker's Compensation; and Automobile. Any Contract resulting from this RFP will require that the Contractor obtain and maintain: commercial general liability insurance in the amount of $1,000,000 combined single limit per occurrence with any general aggregate limit being twice the occurrence limit or applying separately to the work covered by the Contract; professional liability insurance against all claims of error, omission, or negligent acts related to professional services to be provided, in amounts not than $1,000,000 per each occurrence and in aggregate; worker's compensation insurance with minimum limits as required by law; automobile insurance in amounts not less than $1,000,000.

The Contract will include the following indemnification from Contractor for the benefit of AHCT and the State of Connecticut:

The Contractor shall indemnify, defend and hold harmless the Connecticut Health Insurance Exchange d/b/a Access Health CT, the State of Connecticut and their respective officers, directors, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with the Contractor's performance of this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, fines/penalties, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims"

means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form. The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

8. Records/Intellectual Property Requirements

The Contract will include the following provisions regarding records and intellectual property:

a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

b) The parties, upon written request from the other party, shall provide to the other within a reasonable time, all original Records, or, in the sole discretion of the requesting party, copies thereof. The parties shall otherwise maintain all original Records, or copies thereof, for a period of five (5) years after the termination of this Agreement. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date, will belong to the party that owned such rights prior to. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

c) The Exchange shall own all work product, and the copyright therein, resulting from the Services rendered by Contractor under this Agreement. The Contractor represents that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

d) Federal Requirements. In addition to the foregoing subsections of this Section, and without limiting any rights granted to the Exchange thereunder, the Contractor explicitly agrees to the following: This Agreement is in support of Connecticut's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare and Medicaid Services. This Agreement is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Exchange shall own the copyright in any work product that is subject to copyright and was developed, or for which ownership was purchased,

under this Agreement. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the Exchange in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work Product for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering Connecticut's Exchange under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401. To the extent that the rights granted to the Exchange pursuant to this paragraph are greater than the rights granted to the Exchange elsewhere in this Agreement, the provisions of this paragraph shall control. No other provision of this Agreement shall limit the rights granted under this provision, and in the event of such a conflict, this provision shall control.

9. Notice of Special Compliance Requirements

The selected vendor will be required to comply with the requirements below, which will be included in any contract entered as a result of this RFP.

A. Nondiscrimination and Affirmative Action

a) For purposes of this Section A, the following terms are defined as follows:
   - i. "Commission" means the Commission on Human Rights and Opportunities;
   - ii. "Contract" and "contract" include any extension or modification of this Agreement;
   - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
   - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
   - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
   - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
   - vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut,;
   - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
   - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned

by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statues §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

B. Certain State Ethics Requirements.

a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.

b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix A. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.
The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices,

Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

D. Trafficking Victims Protections Act of 2000, as amended.
Neither the Contractor nor the Contractor's employees shall:

i. engage in severe forms of trafficking in persons during the term of this Agreement;
ii. procure a commercial sex act during the term of this Agreement; or
iii. use forced labor in the performance of this Agreement.

E. Cost Principles for State, Local and Tribal Governments.
As a Subcontractor of a federal grant recipient, Contractor is subject to the federal cost principle requirements as set forth in Title 2 Part 225, State, Local, and Indian Tribal Governments (previously A-87), if applicable.

F. Subcontractor Reporting and Executive Compensation.
As a Subcontractor of a federal grant recipient, Contractor is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subcontractors of a federal grant recipient must report information for each first tier subaward of $25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov.

G. Central Contractor Registration and Universal Identifier Requirements.
As a Subcontractor of a federal grant recipient, Contractor is subject to the requirements of 2 CFR Part 25, Appendix A, if applicable.

10. Rights of Access Health CT in Evaluating Proposals

Issuance of this RFP does not guarantee that Access Health CT will award a Contract to any Responder. Access Health CT 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.

Access Health CT also reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in Access Health CT's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open Contract discussions with the second highest scoring Responder, if Access Health CT is unable to reach an agreement on Contract terms with the highest scoring Responder.

11. Disqualification

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