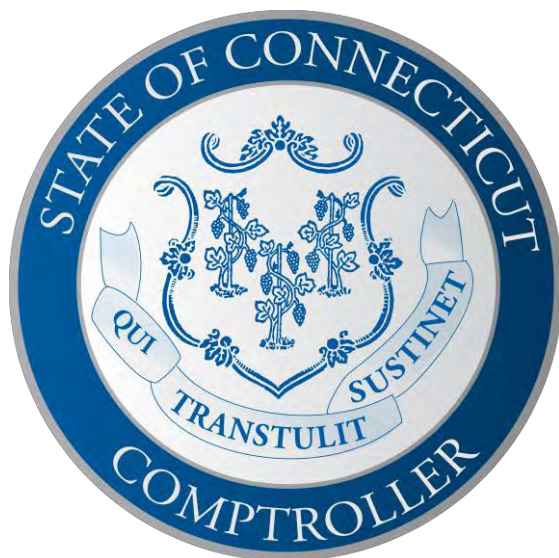


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**REQUEST FOR PROPOSAL (RFP)**

**ACCOUNTING SERVICES TO  
COMPLETE GOVERNMENTAL ACCOUNTING  
STANDARDS BOARD (GASB) STATEMENT NO. 68  
COMPLIANCE AUDIT  
STATE EMPLOYEES RETIREMENT COMMISSION AND  
THE OFFICE OF THE STATE COMPTROLLER**



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

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## **I. OBJECTIVE AND BACKGROUND**

The State of Connecticut's Employees Retirement Commission (SERC) seeks to hire a qualified Accounting Firm (AF) to provide the necessary auditing functions required under the Governmental Accounting Standards Board (GASB) Statement No. 68 Compliance Audit for the State-sponsored Connecticut Municipal Employees Retirement System (CMERS). The selected AF will work with the CMERS actuary to provide both the schedule of employer allocations and the required testing of the census data. This will provide better control over the timing and quality of the census data testing. The GASB Statement 68 is effective for financial statements for fiscal years beginning after June 15, 2014.

As of the latest full actuarial valuation, prepared as of June 30, 2016, CMERS covered 9,373 active members whose annual compensation totaled \$566,237,211., 7,102 retired members and beneficiaries in receipt of annual benefits totaling \$145,649,886; and 1,035 deferred vested members with annual benefits totaling \$10,116,372. As of that date, there were 99 sponsoring employers.

The purpose of this RFP is to obtain proposals to provide the necessary auditing functions required under the GASB Statement No. 68 Compliance Audit for the State-sponsored Connecticut Municipal Employees Retirement System (CMERS). This contract will be for a 2 year period beginning on or about July 1, 2018 and ending on or about June 30, 2020. A response is to be prepared based on the information contained in the Scope of Services Section of this document below. This contract will be for a two year period with the option to renew for one two- year period.

The successful Accounting Firm will demonstrate its qualifications, including an in-depth knowledge of the provisions and requirements of GASB Statement No. 68, by its responses to the questions and issues presented in this request for proposal.

The basic services to be provided include an audit of the demographic and financial data which form the basis for the calculation results for accounting disclosure purposes. The data used by the actuary must be confirmed at their sources of origin, namely, the various individual sponsoring employers.

In this regard, GASB suggests an audit basis for the demographic data which includes:

- all sponsoring employers who employ 20% or more of the covered population;
- a rotating sample which includes 20% of those sponsoring employers who employ at least 5% but less than 20% of the covered population; and
- a rotating sample which includes 10% of those sponsoring employers employing at least 2% but less than 5% of the covered population.

Sponsoring employers whose covered population is less than 2% are considered immaterial to the results and are excluded from the audit. SERC would expect to follow this recommendation from GASB, but invites bidders to comment on this procedure and suggest

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alternatives, if appropriate.

Additionally, the Accounting Firm will confirm that the Schedule of the Employer Allocation is determined using a reasonable method acceptable under GASB Statement No. 68 provisions. In this regard, the Accounting Firm may need to opine on the assumptions underlying the allocation determination. Comments on this aspect of the audit including the degree of analysis required for the demographic assumptions will be useful in your response.

## **II. SCOPE OF SERVICE**

Please describe in detail how your Accounting Firm will approach each of the following aspects of the GASB Statement No. 68 audit for CMERS:

1. Undertake a review and risk assessment to guarantee that your firm understands the structure and nature of the CMERS, the data items needed to prepare the annual actuarial valuations and the relevant GASB Statement No. 68 disclosure material.
2. Identify and confirm the CMERS internal controls for the collection, storage and reporting of census data and the CMERS financial information including the proper procedures for the collection and reporting of sponsoring employers and member contributions, as appropriate.
3. Identify the necessary demographic data and financial data for the GASB Statement No. 68 audit process. This will include detailed information on the members from each sponsor to be included in the audit.
4. Audit the data used by the actuary at the source, which will require visits to the sponsoring employers based on the selection process noted in the GASB material as outlined above. Please provide details of the process your firm will employ in completing the demographic audit.
5. Consult with the CMERS actuarial firm to gain an understanding of the allocation method being used, as well as the actuarial assumptions being employed. Ensure that this method and the actuarial assumptions are appropriate for CMERS and consistent with GASB Statement No. 68 guidelines. The Accounting Firm will audit the actual allocation to ensure that the allocation schedule is accurate and complete.

## **III. SELECTION CRITERIA**

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The evaluation committee will evaluate organizations on the basis of their written responses to this RFP and possibly oral interviews. Additional written information may be requested by the 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:

1. Vendor's ability to perform the specified work.
2. Previous work experience. Proposers will be evaluated on past performance.
3. Vendor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and level of effort detailed in the proposal.
4. Competitiveness of the proposed cost.
5. Availability and competence of the vendor's assigned personnel.
6. Conformity with the specifications of this request for proposals.
7. Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Connecticut Commission on Human Rights and Opportunities.
8. Presentation to the screening committee.

#### **IV. SELECTION PROCESS AND SCHEDULE**

##### Request for Proposal Questions and Response Phase:

February 16, 2018	Release of RFP by OSC
February 26, 2018	Questions, if any, due at <a href="mailto:osc.rfp@ct.gov">osc.rfp@ct.gov</a>
March 5, 2018	Answers to vendor questions released
<b>March 12, 2018</b>	<b>Proposals due at Administrative Services Division</b>

##### Proposal Review and Proposer Selection Schedule:

March 20 & 21, 2018 Finalist Interviews, if necessary – Proposers must hold dates

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March 28, 2018

Proposer Selection

## V. 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 State of Connecticut for additional information concerning this RFP, except in writing via email to the following address: [osc.rfp@ct.gov](mailto:osc.rfp@ct.gov). Interested organizations should submit questions no later than **February 26, 2018**. Late questions may not receive answers. The Comptroller will answer all questions on behalf of the OSC only in the form of one or more addenda to this RFP and will post them on the OSC's website at <http://www.osc.ct.gov/vendor/index.html>.

### B. Sealed Proposals

An authorized agent for the organization with authority to negotiate and contractually bind the organization must sign the proposal; such individual's title, address, and telephone number must also be provided. **The organization must submit one original, one unbound, plus ten (10) copies of both their business proposal and their 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 electronic PDF format on USB flash drive or CD. Proposers are also required to submit two CD copies of the redacted proposal if applicable.

Proposers may send the proposal by courier or overnight delivery service or deliver in person to the address below, arriving no later than **March 12, 2018 at 3:00 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  
Business Services Office  
55 Elm Street  
Hartford, CT 06106

### C. Information Required in the Proposal:

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

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

The proposing organization must designate an authorized representative and one alternate who may speak and act on behalf of the organization in all dealings with the OSC, 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;
- 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 organization wishes to supply.

d. Executive Summary

Organizations submitting proposals 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 OSC in issuing this RFP, the intended results of the services, the scope of work, and any issues which need to be addressed. Specifically the Executive Summary should outline the proposing organizations experience in performing accounting services or compliance audits for public sector pensions.

The organization submitting a proposal in response to this RFP shall have demonstrated administrative capability to provide accounting services and complete compliance audits for public sector pensions. This would include information regarding the organizations experience in providing accounting services in connection with a GASB 68 Compliance Audit.

e. Credentials and related experience

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- i. Provide a brief history and description of your firm/company. Include information regarding experience in performing accounting services or compliance audits for public sector pensions.
  - ii. Provide information demonstrating that your organization has significant public sector accounting experience as demonstrated by having previously performed accounting services that are comparable to those described in this RFP. Related experience should include information on competency, proven track record
  - 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. At least two (2) references should be a campaign that is comparable in size to the one described in this RFP.
- f. Demonstrated ability to meet all requirements
  - i. Describe how your organization will meet each of the requirements listed in **Section II “Scope of Service”**.
- g. Cost of Services

The audit will be performed annually provide a fixed fee quote, broken down by each category of service, for the services described in the Scope of Services above. If the number of sponsoring employers required to be tested is greater or less than the number indicated in Section II, Item #4, the cost may need to be adjusted. Provide an estimate of such additional cost per sponsor.

- h. State of Connecticut Contract Terms and Conditions
  - i. If you find any terms or provisions of the proposed draft contract, attached hereto as **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.

D. Conformity and Completeness of Proposals

- a. To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, 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.

E. Submission of Proposals:

To be considered, all submissions must contain the following information:

- a. All proposals must address all the requirements listed in the prescribed order in Section VI;
- b. All information and completed forms attached to this RFP;
- c. The following completed forms:
  - i. 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)
  - ii. W-9 Form, available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
  - iii. **"BizNet"**

The Connecticut Department of Administrative Services ("DAS") requires that all firms seeking to do business with the State create a business profile on the DAS Business Network ("BizNet") system. Additional required forms as described below must be submitted to or 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 OSC's office.

Firms 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.

DAS has implemented the requirement to create a BizNet account to make doing business with the State of Connecticut more business friendly.

One benefit to using BizNet is that it eliminates certain redundancies, such as the former requirement to complete and submit forms even though the forms had been recently submitted in response to another Request for Proposals.

In addition to eliminating redundancy, BizNet has automated the completion and submission of required Ethics Affidavits and Non Discrimination forms. Firms must now upload these forms electronically to their BizNet account and update them on an annual basis, rather than submitting paper copies with each proposal. Firms will have the ability to view, verify and update their information, by logging in to their BizNet account, prior to submitting responses to an RFP.

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>

## **1. ETHICS AFFIDAVITS**

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.

- a. OPM Ethics Form 1: Gift & Campaign Contribution Certification;
- b. OPM Ethics Form 5: Consulting Agreement Affidavit; and

- c. OPM Ethics Form 6: Affirmation of Receipt of State Ethics Laws Summary

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

## **2. NON-DISCRIMINATION CERTIFICATION**

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.

- a. Form A: Representation by Individual (Regardless of Value; or
- b. Form B: Representation by Entity (Valued at \$50,000 or less); or
- c. Form C: Affidavit by Entity (Valued at \$50,000 or more); or
- d. Form D: New Resolution by Entity; or
- e. 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNAV_GID=1806)

## **3. 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](mailto:Diane.Comeau@ct.gov) for assistance.

## **VII. AMENDMENT OR CANCELLATION OF THIS RFP**

The OSC reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

## **VIII. PRESENTATION OF SUPPORTING EVIDENCE**

Proposers must be prepared to provide evidence of experience, performance, ability, financial resources or other items as the OSC deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

## **IX. MISREPRESENTATION OR DEFAULT**

The OSC may reject the proposal and void any award resulting from this RFP to a firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

## **X. ERRORS**

The OSC 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 OSC reserves the right to re-evaluate proposals and the award of the contract in light of information either not previously known or otherwise not properly having been taken into account prior to contract award. In any case, 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 OSC shall not constitute a breach of contract on the part of the OSC since the contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the OSC and such firm. The OSC may waive minor irregularities found in proposals or allow the proposer to correct them, depending on which is in the best interest of the State. “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 proposers, as determined in the discretion of the OSC.

## **XI. OWNERSHIP OF PROPOSALS**

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All proposals shall become the sole property of the State and will not be returned.

## **XII. EXECUTION OF CONTRACT AND RELATED REQUIREMENTS**

A. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a firm is selected, the selected proposal and this RFP may then 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.

B. Conn. Gen. Stat. § 4-252 requires that this RFP include a notice of the certification requirements described in this statute. Accordingly, pursuant to this statute, firms are notified as follows:

1. The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in this statute.

2. No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

3. The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

a) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by:

- (1) such person, firm, corporation;
- (2) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract; or
- (3) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to:

(a) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract; or

(b) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

b) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

c) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

4. Any bidder or proposer that does not make the certifications required under this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

C. Section 4a-81 of the Connecticut General Statutes requires that this RFP include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to the statute, vendors are notified as follows:

1. No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (ii) of this section.

2. The chief official of the vendor awarded a contract described in this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (2) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (3) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted.

3. Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.

4. Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.

5. The Office of Policy and Management ("OPM") has provided OPM Ethics Form 5 to satisfy the requirements of this statute. Accordingly, the firm must deliver this Form 5, available through BizNet as described in this section (C), together with its proposal and then deliver an updated Form 5 dated the date that the firm executes the contract. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

6. If a vendor refuses to submit the affidavit required under this section, then the OSC shall not award the contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

7. This section is set forth here only for purposes of providing notice of the requirements of Section 4a-81 of the Connecticut General Statutes. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of Section 4a-81 of the Connecticut General Statute's requirements or content by any party must come only from reading the full text of Section 4a-81 of the Connecticut General Statutes itself.

D. 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), contractors executing state contracts with a value to the State of \$50,000 or more in a calendar or fiscal year shall execute a Gift and Campaign Contribution Certification (OPM Ethics Form 1) contemporaneously with the contract certifying that between the planning and start date and the execution date, neither the contract signatory nor extensively and substantially in the preparation of the proposal or in the negotiation of the contract gave a contribution to candidates for statewide public office or the General Assembly. The firm must execute the Contract and this Form 1 through the BizNet system as explained in Section III, above, and update the form at least annually. Contractors are then required to submit a contract certification annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign (OPM Ethics Form 1) for this purpose.

E. Pursuant to Connecticut General Statutes §§ 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 contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the contractor's nondiscrimination agreements and warranties which are included in such contractor's contract pursuant to said statutes. The applicable certification form must be completed and submitted through the BizNet system, as explained herein and updated at least annually.

### **XIII. ORAL AGREEMENT OR ARRANGEMENTS**

Any alleged oral agreements or arrangements made by firms with the OSC will be disregarded in any proposal evaluation or associated award.

### **XIV. 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 OSC. 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 OSC.

### **XV. 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. Those particular sentences, paragraphs, pages, or sections that the proposer believes are proprietary or confidential in nature, and therefore exempt from disclosure under the FOIA, must be specifically identified as such. 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.

C. With regard to the above Paragraph referring to the Freedom of Information Act and Confidential Information, the proposer will submit two (2) copies of a CD of its entire proposal (including all attachments) in a PDF format with: (1) all confidential and proprietary information redacted; (2) a description of those particular sentences, paragraphs, pages or sections that the Proposer believes are exempt from disclosure under the FOIA; and (3) an explanation and rationale sufficient to justify each exemption. The Division will submit a copy of the CD containing the redacted proposal as necessary in response to any relevant FOIA request it receives with regard to this RFP. Failure to provide such a CD will signify the Proposer's agreement with the disclosure of all submitted information relative to a FOIA request.

## **XVI. AFFIRMATIVE ACTION**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations, codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to consider certain factors when reviewing the Proposer's qualifications under the contract compliance requirements. By submitting a bid, the Proposer is acknowledging that it has reviewed the applicable statutes and regulations as noted above and is aware of the factors that will be considered by the OSC in this area. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at [www.state.ct.us/chro](http://www.state.ct.us/chro) under

"Contract Compliance." The Proposer must complete and submit the CHRO's Workforce Analysis Affirmative Action Report-State Proposers form (attached) with the proposal.

## **XVII. CONFORMANCE 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 Federal, State, municipal or other governmental department, commission, OSC, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

## **XVIII. 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. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions.

## **XIX. AMERICANS WITH DISABILITIES ACT**

The firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

## **XX. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract, as defined in Conn. Gen. Stat. § 9-612, 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 expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions as found at [http://www.ct.gov/seec/lib/seec/forms/contractor reporting /seec form 10 final.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor%20reporting/seec%20form%2010%20final.pdf) as it may be revised from time to time as noted on the website of the Connecticut State Election Enforcement Committee found at <http://www.ct.gov/seec/site/default.asp> and will inform its principals of the contents of the notice.

**APPENDIX A**

**STATE OF CONNECTICUT**

**OFFICE OF THE STATE COMPTROLLER**

**Notice to Proposers**

**Please be advised that the Office of the State Comptroller requires that each Proposer fill out sections 2, 3, 4, and 5 of the following Standard Contract and Conditions and return the completed document with their proposal**

**OFFICE OF THE STATE COMPTROLLER  
STANDARD CONTRACT AND CONDITIONS**

**SECTION 1**

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

**SECTION 2  
CONTRACT PERIOD AND DEFINITIONS**

This Agreement shall begin effective (start date) and shall expire on (end 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 (hereinafter “end date”), at which time the parties may agree to extend the Agreement for an additional term, not to exceed one two- year period.

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

**SECTION 3  
NOTICE OF CHANGE AND TERMINATION**

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

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

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

The Comptroller or the Contractor may terminate this Agreement at any time by giving at least 60 days notice in writing to the other party. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination pursuant to Section 5 shall accrue and be paid to the Contractor.

#### **SECTION 4 SPECIFICATION OF SERVICES**

*(Insert Outline of Work)*

#### **SECTION 5 COST AND SCHEDULE OF PAYMENTS**

The COMPTROLLER shall pay the CONTRACTOR a total sum not to exceed \_\_\_\_\_ for services performed under this AGREEMENT.

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

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

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

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

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

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

## **SECTION 6 OTHER CONDITIONS**

### **A. Entire Agreement**

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

### **B. Changes in Service**

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

### **C. Independent Contractor**

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to

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

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

**D. Laws and Regulations**

The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

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

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

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

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

E. Labor and Personnel

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

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

F. Conflicts, Errors, Omissions, and Discrepancies

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

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



G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

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

I. Quality Surveillance and Examination of Records

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

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

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

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

J. Insurance

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

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

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

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

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

K. Non-Waiver

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

default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

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

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

To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the Comptroller, provided however, the use of the Comptroller seal shall require specific and express permission from the Secretary of the Comptroller.

M. Confidentiality

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

N. Subpoenas

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

O. Survival

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

P. Americans with Disabilities Act

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

Q. Non-Discrimination and Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

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

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

For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons. (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are member of a minority, as such term is defined in subsection (a) of Connecticut General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would

exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this section, “Commission” means the Commission on Human Rights and Opportunities. For purposes of this section, “Public works contract” means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

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

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

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

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access

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to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and Section 46a-56 of the Connecticut General Statutes.

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

S. Sovereign Immunity

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

T. Assignment

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

U. Severability

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

V. Headings

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

W. Third Parties

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

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X. Non Waiver

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

Y. Contractor Certification

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

Z. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary had been fully set forth in the Contract. (See Attachment A, attached hereto and incorporated by reference herein.)