

OFFICE OF THE STATE COMPTROLLER
REQUEST FOR PROPOSAL
WORKERS' COMPENSATION SELF-INSURED RESERVE ANALYSIS
MARCH 16, 2018

I. STATEMENT OF OBJECTIVES

The purpose of this Request for Proposal (the "RFP") is to retain actuarial services to conduct an independent actuarial review of the loss reserve requirements in accordance with Generally Accepted Accounting Principles (GAAP) for the State of Connecticut's self-insured Workers' Compensation program. Such loss reserve is to be calculated as of June 30th each year for the duration of the contract period.

II. BACKGROUND

The State's total reserve requirement for loss liability consists of:

- Case outstanding; claim adjusters' estimates of outstanding unpaid loss for known, reported claims.
- Incurred but not reported claims ("IBNR"); claims not yet reported and not recorded in the loss system, which are expected to arise from accidents that have already occurred.
- "Pipeline" claims; claims known but not yet recorded in the loss system.
- Case development; future development on known, recorded claims.
- Reopened claims; future reopened claims which should be coded to the year the claim was originally reported.

The last four components listed above are commonly referred to collectively as bulk IBNR.

The overall indicated undiscounted unpaid claim liability loss and allocated loss adjustment expense (ALAE) estimates for the State of Connecticut workers' compensation self-insured program as of June 30, 2017, is estimated to be between \$662.3 million and \$773.8 million.

The State of Connecticut has provided workers' compensation coverage to its employees on a self-insured basis since the early 1950's. It retains responsibility for all claims and

does not purchase per claim or aggregate reinsurance. In January 2002, GAB Robins North America, Inc. began serving as the State's workers' compensation claims administrator. In October 2010, Gallagher Bassett Services, Inc. acquired GAB Robbins and took over the role of the State's claims administrator.

III. SCOPE OF SERVICE

OSC wishes to contract with a firm providing actuarial services with substantial expertise in workers' compensation programs. The loss reserve requirement is needed for the State's Comprehensive Annual Financial Report (CAFR), which is prepared in accordance with GAAP.

The contract will be for the four-year period, July 1, 2018 to June 30, 2022, as follows:

Year 1	Valuation as of June 30, 2018
Year 2	Valuation as of June 30, 2019
Year 3	Valuation as of June 30, 2020
Year 4	Valuation as of June 30, 2021

The contractor will be expected to produce an annual loss reserve amount for the State's Workers Compensation Fund. The calculation of the annual loss reserve amount must comply with the requirements of GAAP as established by the Governmental Accounting Standards Board. Loss reserves must be calculated by department. An annual actuarial report must be produced containing the following information:

1. The Contractor will be expected to produce an annual loss reserve amount for the State's Workers Compensation Fund. The calculation of the annual loss reserve amount must comply with the requirements of GAAP as established by the Governmental Accounting Standards Board. Loss reserves must be calculated by department. An annual actuarial report must be produced containing the following information:
 - a. A scope of the review including any relevant assumptions or limitations applied in calculating the loss reserve;
 - b. A range of loss and allocated loss adjustment expense reserves based on current data for the self-insured workers' compensation program by department and in total;
 - c. Comparisons to prior year loss reserves by department and in total; and
 - d. An actuarial report which includes findings and recommendations with specific emphasis on departmental detail containing a summary of data and methodologies used in performing the reserve analysis.
2. The Contractor will provide a range of reserve estimates which consists of:
 - a. Case reserve on reported claims;

- b. Additional development on these case reserves;
 - c. Pure “incurred but not reported claims”;
 - d. Reopened claims; and
 - e. Claims in transit.
- 3. The Contractor will perform a separate review of the following eleven (11) main agencies in order to isolate which contain higher than average loss exposure and to group similar agencies to generate greater statistical credibility:
 - a. Department of Public Safety;
 - b. Department of Developmental Services;
 - c. Department of Mental Health;
 - d. Department of Transportation;
 - e. Department of Children and Families;
 - f. Department of Corrections;
 - g. University of Connecticut;
 - h. University of Connecticut Health Center;
 - i. Board of Regents of Higher Education;
 - j. Judicial Department; and
 - k. General Government
- 4. The Contractor review will be performed separately by the following loss types:
 - a. Indemnity;
 - b. Medical; and
 - c. Expense
- 5. The Contractor will use the following actuarial methodologies to estimate reserves for unpaid losses occurring between July 1, 1985 and the applicable evaluation date:
 - a. Paid loss development;
 - b. Incurred loss development;
 - c. Paid Bornhuetter-Ferguson; and
 - d. Incurred Bornhuetter-Ferguson
- 6. The Contractor will review the State’s claim frequency and severity trends and compare them to industry average and provide a graphical summary of each department’s loss rates, severity, and frequency over a 15+ year period.
- 7. The Contractor will provide a report, graphical summaries and all analysis exhibits in total and by department by type of loss and an “executive summary report” which will include the report, graphical summaries and summary exhibits only. The report will include:
 - a. A scope of review including any relevant assumptions or limitations applied in calculating the loss reserve;
 - b. A range of loss and allocated loss adjustment expense reserves based on current data for the self-insured workers compensation program by department, by loss type, and in total;
 - c. Comparisons to prior year loss reserves by department, by loss type, and in total;

- d. Findings and recommendations with specific emphasis on departmental detail; and
 - e. A summary of data and methodologies used in performing the reserve analysis.
8. The actuarial report for each evaluation date will be completed and submitted to the Comptroller no later than December 15th following each fiscal year end.

IV. SELECTION CRITERIA

Each proposal will be evaluated by a screening committee against the following criteria to determine which vendor is most capable of implementing the state's requirements.

- Vendor's ability to perform the specified work.
- 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.
- Competitiveness of the proposed cost.
- Availability and competence of the vendor's assigned personnel.
- Conformity with the specifications of this request for proposals.
- Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Connecticut Commission on Human Rights and Opportunities.
- Presentation to the screening committee, if necessary.

The evaluation committee will evaluate firms on the basis of their written responses to this RFP and possibly oral interviews. Additional written information may be requested by the State. The goal of the evaluation will be to select the best combination of qualifications, relevant experience and cost.

V. SELECTION PROCESS AND SCHEDULE

Request for Proposal Questions and Response Phase:

March 16, 2018	Release of RFP
March 30, 2018	Questions, if any, due at osc.rfp@ct.gov
April 6, 2018	Answers to vendor questions released
April 20, 2018	Proposals Due

Proposal Review and Proposer Selection Schedule:

April 26, 2018

Tentative Finalist Interviews, if necessary

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Questions

From the date the State 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. Interested parties should submit questions no later than March 30, 2018. Late questions may not receive answers. The State will answer all questions in the form of one or more addenda to this RFP and will post them on the Comptroller's website at <http://www.osc.ct.gov/vendor/index.html>.

B. Sealed Proposals

An authorized agent for the Proposer with authority to negotiate and contractually bind the Proposer must sign the proposal; such individual's title, address, and telephone number must also be provided. **The Proposer must submit one original, one unbound, plus five (5) 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 (see Section XIII).

Proposers may send the proposal by courier or overnight delivery service or deliver in person to the address below, arriving no later than **April 20, 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
Administrative Services Division

55 Elm Street
Hartford, CT 06106
Attention: Steven Cosgrove

C. 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 D below;
- 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 Comptroller'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

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

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

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 Eva Orlinski at eva.orlinski@ct.gov or Marisol Rivera at Marisol.rivera@ct.gov for assistance.

- d. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.
- e. The submission of proposals shall constitute, without any further act required of the proposers or the State, 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 State’s rejection of the proposal. The State 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 State to consider their proposal.

- f. No additions or changes to any proposal will be allowed after the proposal due date, unless the State specifically requests such modifications. The State may, at its option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of the proposals.

D. Information Required in the Proposal:

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

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

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

Names
Telephone Numbers
Normal Hours of Work

- b. Transmittal Letter

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

- i. Identify the submitting organization;
- ii. Explicitly indicate unequivocal acceptance of all of the requirements of this RFP and acknowledge receipt of any and all amendments to this RFP;
- 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 State.
- 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 State 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 State shall not constitute a breach of contract on the part of the State.

c. Table of Contents

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

d. Executive Summary

Proposers must provide an Executive Summary. This is to permit the Proposer to briefly summarize the most important aspects of each section of the Proposal. The Executive Summary must provide a high-level overview of the Proposal. The Proposer must summarize its understanding of the objectives of the State in issuing this RFP, the intended results of the services, the scope of work, and any issues which need to be addressed in this Project. The executive summary should, at a minimum, provide the following information:

- i. A summary of the Proposal to provide the services described in the RFP.
- ii. Description of the key personnel to be used in providing the services.
- iii. Discuss the risks and concerns arising from the RFP.
- iv. Explain what would be needed from the State to begin the project.

- e. Explain the firm's qualifications in light of the Selection Criteria detailed in Section IV above.
- f. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.
- g. If you find any terms or provisions of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in the firm's failure to execute a contract in this matter.
- h. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees or associates.
- i. Include a detailed and specific fee proposal. You must include a fee proposal specific to hourly rates both for the specific personnel and for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed).
- j. Provide names and contact information of three (3) client references for whom you have performed services reasonably comparable to those sought in this RFP.
- k. Provide the name of your malpractice insurance carrier, the maximum amount of your coverage, and the deductible amount.

E. Conformity and Completeness of Proposals

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.

F. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract.

V. AMENDMENT OR CANCELLATION OF THIS RFP

The State 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.

VI. PRESENTATION OF SUPPORTING EVIDENCE

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

VII. MISREPRESENTATION OR DEFAULT

The State 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.

VIII. ERRORS

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

IX. OWNERSHIP OF PROPOSALS

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

X. 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 State, and the selected firm. If the State and the initial selected firm fail to reach agreement on all issues relative to the contract within a time determined solely by the State, then the State may commence and conclude contract negotiations with other proposers. The State 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, State, 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 State 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 Statutes 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 State 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 in Section VI above, and updated at least annually.

XI. ORAL AGREEMENT OR ARRANGEMENTS

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

XII. 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 State. 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 State.

XIII. FREEDOM OF INFORMATION ACT AND CONFIDENTIAL INFORMATION

A. All proposals submitted in response to this RFP are to be the sole property of the State, 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 State will endeavor to keep said information confidential to the extent permitted by law. The State, 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 State or the State have any liability for the disclosure of any

documents in its possession which the Comptroller believes are required to be disclosed pursuant to the FOIA or other requirements of law.

B. The State 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 Section V of this RFP, the State 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.

XIV. 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 State in this area. More information about the State of Connecticut's Contract Compliance requirements is available on the State on Human Rights and Opportunities' web site at 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.

XV. 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, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

XVI. 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.

XVII. AMERICANS WITH DISABILITIES ACT

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

XVIII. 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 State'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 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

Office of the State Comptroller Standard Contract and Conditions

SECTION 1

This Agreement ("Agreement") is made and entered into as of the _____ of _____, 2013 ("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 July 1, 2013 and shall expire on June 30, 2017 and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than June 30, 2017 (hereinafter "end date"), at which time the parties may agree to extend the Agreement for an additional term, not to exceed two years.

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

SECTION 3

NOTICE OF CHANGE AND TERMINATION

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

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

Contractor: _____

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

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

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

SECTION 4

SPECIFICATION OF SERVICES

(Insert Outline of Work)

SECTION 5

COST AND SCHEDULE OF PAYMENTS

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

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

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the

Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

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

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

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

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

SECTION 6

OTHER CONDITIONS

A. Entire Agreement

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

B. Changes in Service

When changes in the services are required or requested by the Comptroller, Contractor shall promptly estimate their monetary effect and so notify the Comptroller. No change shall be implemented by Contractor unless it is approved by the Comptroller in writing;

and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Comptroller determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

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

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

D. Laws and Regulations

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

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

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

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

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

E. Labor and Personnel

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

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

F. Conflicts, Errors, Omissions, and Discrepancies

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

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

G. Indemnity

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

H. Nondisclosure

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

I. Quality Surveillance and Examination of Records

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

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

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the

final payment by the Comptroller and shall make them available for inspection and audit by the Comptroller.

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

J. Insurance

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

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

Coverage:

Minimum Amounts and Limits

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

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

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

K. Non-Waiver

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

L. Promotion

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

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

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

M. Confidentiality

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

N. Subpoenas

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

O. Survival

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

P. Americans with Disabilities Act

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

Q. Non-Discrimination and Executive Orders

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

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

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

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

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

employment practices and procedures of this Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

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

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

The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on any subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for 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.

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.)