



**OFFICE OF THE STATE COMPTROLLER
REQUEST FOR PROPOSAL
FOR INVESTMENT CONSULTING SERVICES**

Contracting Authority: Connecticut Office of the State Comptroller
Contracting Authority Address: 165 Capitol Avenue
Hartford, CT 06106-1775
Contracting Authority Website: <http://osc.ct.gov/crsa>

Program: MyCT Savings
Program Website: <http://www.myctsavings.com>
Designated Contact: Jessica Muirhead, Director
Designated Contact Email: osc.rfp@ct.gov

RFP Date of Issue: October 19, 2022
RFP Submission Due Date: November 16, 2022 at 2:00PM EST

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PURPOSE

The Connecticut Office of the State Comptroller (“OSC”) seeks proposals from qualified professional firms to perform Investment Consulting Services for the Connecticut Retirement Security Program (“CRSP”), branded “MyCTSavings,” (the “Program” or “ MyCTSavings”). All firms submitting proposals are referred to as Proposers in this document; after negotiations, the awarded Proposer will be designated as the Investment Consultant. It is expected that the contract will be awarded to a single successful bidder; however, the OSC reserves the right to award separate contracts if it is in the best interest of the State. The OSC reserves the right to accept or reject any or all proposals.

The OSC seeks qualified organizations willing to partner in delivering services for this new program. Key characteristics will include organizational strength, depth and experience with individual retirement accounts (IRAs) and defined contribution programs, as well as the intent to partner and innovate to help drive success of the Program.

The successful firm will demonstrate their ability to deliver truly independent advice, a high capacity for working collaboratively within and across the organizations and teams that will ultimately be service providers to or stakeholders in the Connecticut Retirement Security Program. The successful vendor must also meet all statutory and regulatory requirements in providing such services.

The purpose of this RFP is to solicit bids from qualified firms and identify which firm might be the best-qualified to enter a Contract (the “Contract” or “Agreement”) with the OSC for comprehensive investment consulting services (the “Services”) related to the Program. The selection of a Proposer will be highly dependent on the Proposer’s experience and capabilities to assist the OSC with at least the following:

- Adhere to the standards set forth in the investment policy statement and updating the investment policy statement as needed
- Monitor, review, and evaluate the available universe of investment funds and managers
- Monitor, review, and evaluate performance of the Program’s investment offerings against similar investment offerings by other vendors
- Provide a formal report of such reviews and evaluations

- Enhance participant retirement outcomes
- Analyze the overall cost efficiency and investment performance of the Program
- Reduce participant and Program expenses
- Maintain and strengthen the formal Provider and OSC working relationships

While cost will be a factor to be considered, the OSC is not required and reserves the right in its reasonable discretion not to accept the lowest priced proposal.

Although the Program contains some elements that are new, it is significantly based on the concepts, best practices and capabilities associated with individual retirement accounts (IRAs) and defined contribution plans that Providers service today. Proposers are encouraged to respond based on their current capabilities, highlighting where new or expanded capabilities will be needed or desirable to service the Program.

BACKGROUND

The purpose of the Program is to promote and enhance retirement savings for private sector employees in the state who work for employers that do not currently offer a retirement option. Connecticut General Statutes §§31-416 through 31-429, as amended by Public Act 22-118 (the “Act”), provides that the OSC shall establish the Program in compliance with these rules. The Act requires the Program to, among other things:

- A. Allow eligible individuals to contribute through payroll deductions to a Roth individual retirement account established by the Program
- B. Require qualified employers, as defined in the Act, to offer employees the opportunity to contribute to a Program IRA through payroll deductions, unless the employer offers a qualified retirement plan, including but not limited to a plan qualified under section 401(a), section 401(k), section 403(a), section 403(b), section 408(k) or section 408(p) of the Internal Revenue Code
- C. Provide for automatic enrollment of eligible employees and allow such employees to opt out of the Program
- D. Provide for employee contributions to a plan to be deposited directly with the custodian for the IRA and prohibit employer contributions to employee accounts
- E. Require the maintenance of separate records and accounting for each individual retirement account

- F. Provide quarterly statements to participants encompassing, among other things, the account balance, the value of the participant's investment in each investment option selected by the participant, the investment options available, the amount of fees charged, and a description of the services to which the charges relate, and at the election of the Comptroller, , an estimate of the income the account is projected to generate for the participant
- G. Allow for participants to maintain an account regardless of place of employment. Participants are allowed, to the extent permitted by Internal Revenue Code of 1986, to roll over funds into other retirement accounts, or to roll in funds from other retirement accounts to the account maintained by the CRSP
- H. Establish criteria and guidelines to offer qualified investment choices. Invest account contributions into (1) an age-appropriate target date fund or (2) other investment vehicles the OSC may prescribe if affirmatively selected by the participant.
- I. Provide a lifetime income investment option if the Comptroller determines the design features illustrated in the Act to be feasible and cost effective
- J. Prepare informational materials for employers, participants and prospective participants as required by the Act
- K. Ensure the State of Connecticut and employers that participate in the Program have no proprietary interest in the contributions or earnings on amounts contributed to accounts established under the Program
- L. Minimize total annual fees associated with the Program. Not less than annually provide each participant with a fee notice illustrating the fees of the Program and information regarding the various investment options. The Comptroller is directed to minimize total annual fees associated with the Program and on and after completion of the fourth calendar year following the first date on which the Program becomes effective, total annual fees associated with the Program must not exceed 75 basis points of the total value of the Program's assets
- M. Allow employers to establish an alternative retirement plan for some or all employees
- N. Ensure that the Program is not treated as an employee benefit plan under the federal Employee Retirement Income Security Act of 1974 (29 U.S.C. 1001 et seq.) ("ERISA")

PROGRAM OVERVIEW

Name of Plan	Connecticut Retirement Security Program (the “Program” or “CRSP”), branded as MyCTSAavings
Type of Plan	Payroll Deduction Roth Individual Retirement Account (Roth-IRA)
Date Contributions Begin	Contributions began through a pilot program in the fall of 2021 and the Program officially launched in April 2022)
ELIGIBILITY	
Qualified Employer Defined	<p>Employers as defined by the Act</p> <ul style="list-style-type: none"> ● “Qualified Employer” means any person, corporation, limited liability company, firm, partnership, voluntary association, joint stock association or other entity doing business in the state during the calendar year, whether for profit or not for profit, that employed on October first of the preceding calendar year five or more individuals in the state and has paid not less than five of such individuals taxable wages of not less than five thousand dollars in the preceding calendar year ● “Qualified Employer” <u>does not</u> include: (A) The federal government, (B) the state or any political subdivision thereof, (C) any municipality, unit of a municipality or municipal housing authority, (D) an employer employing only individuals whose services are excluded under subdivision (5) of subsection (a) of section 31-222 of the Connecticut General Statutes, or (E) an employer that was not in existence at all times during the current calendar year and the preceding calendar year

Covered Employees Defined	<p>Employees, part-time and full-time eligible, as defined by the Act:</p> <ul style="list-style-type: none"> • “Covered Employee” means an individual (A) who has been employed by a qualified employer for a period of not less than one hundred twenty days, (B) who is nineteen years of age or older, (C) who performs services within the state for purposes of section 31-222, and (D) whose service or employment is not excluded under the provisions of subdivision (5) of subsection (a) of section 31-222 of the Connecticut General Statutes
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Number of Potential Participants	An estimated 600,000 workers in Connecticut currently do not have access to a retirement plan through their employer
Participant Projections	The program is expected to enroll over 250,000 participants, as projected by the 2016 feasibility study
Plan Asset Projections	The Program is expected to reach a \$1 billion asset threshold in approximately 4 years and approach \$4 billion within 10 years, as projected by the 2016 feasibility study

PROGRAM BASICS	
Account Type	IRA — one account per Participant
IRA Type	Currently Roth; traditional may be permitted in the future
Contributions - Employer	Currently not permitted
Contributions - Employee	<p>Employee contributions are withheld and transmitted by the Employer on behalf of the Employee.</p> <p>The Act requires contributions to be transmitted on the earliest date that the amount withheld can be transmitted but no later than 10 business days following the date upon which the employee’s contribution amounts were withheld from the paycheck.</p>

<p>Contributions – Opt-in Participants</p>	<p>Participants not employed by a Qualified Employer – for example, the self-employed – will be allowed to opt-in and make contributions directly (not currently available during start- up; feature to be added later).</p> <p>The Act allows for a private employer with four employees or fewer to make the Program available to its employees, subject to rules and procedures as prescribed by the OSC. Currently the program is not open to employers with less than five employees.</p> <p>Unenrolled individuals may elect to enroll in the Program at any time, subject to the rules and procedures as prescribed by the OSC.</p>
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<p>Auto Enrollment Process</p>	<p>Employer facilitated with technical support by the state and its service providers.</p> <p>An-opt out period of 30 days occurs before payroll deductions begin; only the individual can opt out of the program.</p> <p>Not later than 60 days after a Qualified Employer provides informational materials to the Covered Employee, the employer will automatically enroll the Covered Employee in the Program at the participant’s contribution level. A Covered Employee may opt out of the Program at any time by electing a contribution level of zero. The employee can opt-out of the Program at any time, before and after making contributions.</p>
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<p>Standard Default Contribution Rate</p>	<p>3.0%</p>
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<p>Contributions – Electable Levels</p>	<p>Employees can select a contribution rate that may be expressed as a (i) percentage of taxable wages or (ii) a dollar amount up to the maximum contribution limit under the Internal Revenue Code.*</p> <p><i>*dollar amount contributions to be rolled out at a future date</i></p>
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Contribution Changes	Employees can elect alternative contribution amounts at any time in increments of whole percentage points.
Employee Contribution Cessation	Participants can stop contributing at any time (subject to the limitations in the Internal Revenue Code governing Roth IRAs), i.e. 0% contribution election
Contribution Date and Fund Deposit Frequency	The Act requires employers to transmit employee contributions withheld from income on the earliest date that the amount withheld can be transmitted but no later than 10 business days
Contribution File Processing Issue/Reject Management	Predominately, an employer file via portal with eb submittal and Automated Clearing House (ACH) or equivalent funding process/platform

Contribution Limit Monitoring and Management (Per Employer)	Employer payroll or portal-controlled with contribution limit monitoring at the Program level
Contribution Limit Monitoring and Management (Across Employers)	Employee responsibility with contribution limit monitoring at the Program level
Roth IRA Income Limit Monitoring and Eligibility Management	Under the Internal Revenue Code, the employee is responsible for complying with IRS income limits for Roth Contributions. The OSC is required to establish a process for preventing an employee's contributions from exceeding the statutory maximum.
INVESTMENTS	
Investment Option	The current investment options to Program participants consist of eight (8) portfolio options: Cash Preservation; Income; Income and Growth; Balanced; Conservative Growth; Moderate Growth; Growth

Target Date Fund	The Act requires each participant's account to be invested in (1) an age-appropriate target date fund , or (2) other investment vehicles that the OSC may make available for participants who wish to affirmatively select a vehicle other than, or in addition to, a target date fund, described under "Investment Options"
Default Investment Option	Target date fund based on Employee age and the Normal Retirement Age as defined in the Act.
Participant Investment Direction	Yes
Investment Option Changes	Daily
Frequency of Valuation	Daily

ACCOUNT SERVICING	
Methods	Mobile, web, online chat and telephone, at a minimum; English and Spanish; additional languages also preferred
General Account Inquiry (i.e., Balances)	Individual self-service via mobile, web and telephone with online chat support
General Account Maintenance	Individual self-service via mobile and web with online chat and telephone support for: <ul style="list-style-type: none"> • Investment performance • Investment election changes • Investment fund transfers • Indicative data changes • Beneficiary designations
Participant Account Statements	Quarterly, needs to include (1) account balance including the value of investments in each investment option selected by the participant, (2) the various investment options available (3) the amount of fees and a description of the fees and (4) if the OSC affirms,

	<p>an estimate of the amount of income the account is projected to generate based on reasonable assumptions.</p> <p>Annually provide each participant with a fee notice illustrating the fees of the Program and information regarding the various investment options.</p>
Distributions	At any time, per IRA rules.
Rollovers Out	Permitted as applicable under the Internal Revenue Code
Rollovers In	Permitted as applicable under the Internal Revenue Code
Distribution Services, Including Retirement Eligible	Primarily through a web-based self-service capability, plus additional support methods as identified by Service Provider or OSC
Education and Communication Materials	Employer and Employee materials primarily through web- based self-serve library, plus additional support methods as identified by Service Provider or OSC; anticipated key requirements include both an Employer Toolkit to support employer readiness to facilitate the Program effectively, and an Employee Enrollment One-Pager and related tools and information
Participant Tools and Links	Participant tools to support retirement readiness estimation and links to national and in-state resources to support financial education and coaching.

SCOPE OF SERVICES

The Consultant shall provide consulting services to the Comptroller and to the Director, including advice on investment funds and program approaches suitable for this individual retirement account program. The services requested include though may not be limited to providing:

- 1) Target Date Fund knowledge and comparative assessments
- 2) Annual review of and updates to the Investment Policy Statement (IPS) for the Program
- 3) Portfolio analytics and attribution analyses
- 4) Investment manager/investment fund research
- 5) Investment manager/investment fund monitoring and reporting
- 6) General program analysis for effectiveness and competitiveness

Proposers should note that the OSC has an obligation to request modifications to the Program's investment strategy if one or more criteria are deemed to be prohibitively costly to participants or counter to the mission of enhancing retirement savings.

A. GENERAL AND INVESTMENT CONSULTING SERVICES REQUIRED

- i. **Quarterly Performance Reporting.** Consultant shall continually monitor, review, and evaluate all investment funds and options used in the Program and present and provide a formal report of such review and evaluation to the Comptroller, Director, and the CRSP Advisory Board on the third Friday following the close of each calendar quarter or on such other date(s) that the Comptroller may determine, which may be more or less frequently than quarterly.
- ii. **On-going Monitoring.** Consultant shall continuously monitor investment funds used in the Program for adverse (or potentially adverse) events such as key person departures, significant changes in organizational ownership, significant client losses, investment performance issues and other negative product concerns. Consultant shall also Advise the Board and the Director or other such designee of the Comptroller as to appropriate measures to be taken, including the continuing appropriateness of the investment manager, investment fund, or option when concerns are identified.

- iii. **Current Trends and Issues.** Consultant shall keep the OSC, Board, and the Director informed about current investment trends and issues for individual retirement accounts and defined contribution plans.
- iv. **Requests for Proposals.** Consultant may be asked to provide assistance on drafting requests for proposal (“RFP”) for more complex investment vehicles such as stable value retirement funds or collective investment trusts and evaluating the responses submitted.
- v. **Transitions.** The Consultant may be asked to assist in the transition of investment management services or assets from one provider to another.
- vi. **Fiduciary Duties.** Consultant will act as a fiduciary to the Plan and will meet the standards applicable to investment advisors, including those under the Investment Advisers Act of 1940, ERISA and the regulations promulgated under such statutes.

B. PLAN ADMINISTRATION

- i. **Participant Communications.** The Consultant may be asked to draft and/or review materials promoting the Plan or educating participants regarding various aspects of the Plan related to investments and asset allocation.
- ii. **IRS Audit.** The Consultant may be required to assist in responding to an IRS audit at no additional cost to the Program.

C. INVESTMENTS, STRUCTURE, AND PROGRAM EFFECTIVENESS

- i. **Annual Reporting.** The Consultant shall work with the Director to prepare and present to the Comptroller and the Board a comprehensive annual report covering at least the following:
 - a. The effectiveness of the current Program in meeting program goals, and an analysis and recommendations for improvement where appropriate in key areas including, but not limited to: (1) participation rates, (2) the effectiveness of Program structure and overall

investment offerings, (3) operating and service provider satisfaction levels using independent measures, (4) Program costs and fees compared to competitive alternatives and e) the reasonableness of investment manager fees.

- b. Performance and suitability assessment of the various investment options and underlying fund manager(s).
- c. Recommended changes to overall Program structure including the investment policies, fund and option additions, deletions, and allocation modifications, and performance objectives and standards for each investment fund and option.
- d. The appropriateness of the asset allocation used for the target-date retirement funds employed by the Plan.

D. OTHER SERVICES

- i. In addition to the specific investment consulting services outlined in preceding pages, the Comptroller and/or the Director or other such designee of the Comptroller may require the Consultant to provide ongoing education on market practices, outreach to employers, assist in vendor management, and undertake other projects.
- ii. Proposers are asked to outline the range of services offered and the associated costs for those services. The OSC would be particularly interested in services beneficial to the management of a retirement program.

Note: The OSC is directed to minimize fees to participants, and on and after completion of the fourth calendar year following the first date on which the Program becomes effective, total annual fees associated with the Program must not exceed 75 basis points of the total value of the Program assets.

CONSULTANT QUALIFICATIONS AND RESPONSES

A. SERVICE / QUALITY ASSURANCE

- i. Briefly describe your firm (e.g. size, average tenure of employees, years of industry experience). If the personnel who will work under any contract resulting from this RFP are affiliated with a large firm which includes multiple teams around the country, please also state whether offices are located in Connecticut, whether personnel are stationed in those offices, and quantify and describe the services or products supported from Connecticut locations.
- ii. Primary contact for this RFP: Name, Title, Phone and facsimile numbers, e-mail and mailing addresses
- iii. Describe the ownership and structure of your firm
- iv. List your firm's lines of business (including affiliated companies)
- v. How many years has your firm been in business?
- vi. Briefly describe your firm's history
- vii. Please describe your firm's vision, mission and corporate values
- viii. All Proposers must hold and maintain valid licenses and registrations required by or otherwise needed to comply with applicable federal and state laws for this Program. The OSC seeks well-capitalized Proposers recognized in their respective field(s) with a diverse workforce and innovative culture.

Briefly describe your firm's ability to support the Program in this capacity.

- ix. How many employees are CFAs, CFPs and/or Investment Adviser Representatives (IARs)?
- x. Do you use sub-contractors? If Yes, who and for what services?
- xi. What is the position of your firm with states such as Oregon,

California, Illinois, Maryland, Colorado, and others offering an individual retirement account program to employees without access to a workplace retirement program?

- xii. Please provide the value of client plan assets under advisement as an ERISA 3(21) Fiduciary and, separately, the value of client plan assets under advisement as an ERISA 3(38) Fiduciary.
- xiii. Total number of clients with defined contribution plans under your advisement (401(k)/403(b)/401(a) Profit Sharing/ 401(a) Profit Sharing or Money purchase other than 401(k) plans)
- xiv. Number of core client plans (with whom your firm have regular quarterly contact)
- xv. Number of client plans added over the past 24 months
- xvi. Number of client plans lost over the past 24 months
- xvii. Describe what differentiates your firm from other investment consulting firms.
- xviii. The Act requests the Comptroller to consider the feasibility of offering a lifetime income option. Please provide an overview of your firm's ability to consult on income options within this Program.
- xix. How does your firm define and measure the success of retirement plan consulting relationships?
- xx. Has your firm or any employee of your firm been found guilty of any violation or paid any fines because of violations of law, including but not limited to securities regulations or ERISA?
- xxi. Is your firm bonded/insured? If so, to what amount?
- xxii. Would your firm recommend, consider for recommendation, or otherwise mention to the OSC any money managers associated with a company that is related to or affiliated with your firm? If so, describe the relationship your firm has to such company(ies).

- xxiii. Does your firm or any companies related to or affiliated with your firm have relationships with service providers that have relationships with money managers that your firm might recommend, consider for recommendation, or otherwise mention to the OSC? If so, please describe those relationships.
- xxiv. Would your firm or any companies related to or affiliated with your firm accept any non-monetary benefits from money managers or service providers that your firm recommends, considers for recommendation, or otherwise mentions to the OSC? If so, please describe the circumstances under which you might accept such benefits.
- xxv. Does your firm have any policies or procedures to address conflicts of interest or to prevent potential conflicts (such as payments or relationships) from being considered when your firm provides advice to clients? If so, please describe such policies and procedures.
- xxvi. If applicable, please provide a copy of both parts of your firm's SEC Form ADV and most recent updates.
- xxvii. Please provide audited financial statements for the last three fiscal years.

The statements should include a balance sheet, income statement, and cash flow statement with all footnotes and disclosures in accordance with generally accepted accounting principles for the last three (3) full fiscal years of operations.

B. SERVICE MODEL / TEAM

- i. **Service Model.** Describe your service model for the Program and the support anticipated to be provided to the Comptroller and the Director or other designee of the OSC (staff, responsibilities, interactions with the Comptroller, Advisory Board and the Director, frequency of in-person meetings, frequency of conference calls, team dynamics)
- ii. **Investment Policy Statement.** Describe the process your firm will use for ongoing analysis and making recommendations to the Investment Policy Statement for this Program.

- iii. **Reporting and Analysis.** Describe the methods of analysis your firm will use to evaluate, monitor, analyze and advise on the performance of the Program's investments portfolios.

If possible, share samples of the reporting your firm would provide on a quarterly and annual basis.

- iv. **Team.** Provide the following information for each member of the team who would work under a contract resulting from this RFP. Be sure to identify the primary contact responsible:

- Name, Title, Address, Phone, Email, Role on the Team
- Overall experience with employer-sponsored retirement plans, including previous employment history
- Commitment to the retirement plans business
- Education, honors, designations and other credentials
- Regular activities to stay current on market and regulatory developments
- Areas of expertise
- Years with the firm
- Role at the firm
- Number of plans supported
- Average size of plans supported
- Any clients lost in the last 24 months? If so, please provide the reason(s).

C. CUSTOMER SATISFACTION AND REFERENCES

- i. Please provide references for three current defined contribution clients. At least 1 of the 3 should have converted to the Proposer within the last year. Please provide client name, contact name, address, phone number, email address, services provided, and year they became a client.

D. COMPLAINTS AND INVESTIGATIONS

- i. Discuss any pending complaints or investigations, or any complaints or investigations made or concluded within the past five (5) years to or by any client, regulatory body or court regarding the conduct of your firm or its predecessors, or the conduct of any of its present or former members, officers, directors or employees.

E. FEES

- i. Include a **Schedule of Fees** by type and year; any proposals must be valid for the entire duration of the contract. The Schedule of Fees must separately identify any fees and out-of-pocket expenses expected to be incurred for any consulting services.

Note: The OSC is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed cost.

The **Schedule of Fees** must include all expenses covering each of the services and activities identified in your proposal response. Identify if the expense is:

- a. One time or on-going
- b. Participant paid (direct or account adjustment)
- c. OSC paid (billed and billing frequency)
- d. Paid through indirect compensation from third parties
- e. Accounted for or accrued in determining daily investment share/unit value

Use the specific information provided in this RFP about the Program in determining and illustrating your expenses. If assumptions are necessary, please fully explain your assumptions and quote the related expenses on a unit cost basis.

In addition to the expense schedule, please respond specifically to the following:

- ii. **Fee Proposal Summary**

List proposed cost of service on an annualized basis in the spaces provided below. Additionally, if you are proposing to subcontract with a third party to provide any services listed in your proposal, you must include the price of these services in your annualized cost below and reveal the cost and terms of your contract with any proposed subcontractor (Note: subcontractors must be approved in advance by the OSC). If additional space is needed, attach those sheets to this cost proposal.

Calendar Year 2022	\$
Calendar Year 2023	\$
Calendar Year 2024	\$

- iii. **Services beyond Scope of Proposal.** Describe services that may be considered beyond the scope of this RFP. Provide and hourly charge rate for these services or company rate structure for each service.
- iv. **Start-up Costs.** What are the start-up costs (if any)?
- v. **Adjustments.** How are expenses adjusted if the program exceeds or falls short of expectations for the number of participants and aggregate program account values?
- vi. **Indirect Compensation.** Please describe any other indirect compensation arrangements that may relate to the services you would provide for the Program.
- vii. **Termination.** Please describe any fees associated with termination of the contract for services.
- viii. **Additional Expenses.** In addition to the expense schedule, please identify any other service or activity not covered (e.g. postage, handling, supplies, servicing commissions, etc.). Please be specific.
- ix. **Discounts.** If the firm has discounted rates for governmental or quasi-governmental agencies, please provide such rates.

CONTRACT PERIOD

The OSC anticipates that the successful proposer will commence shortly after the selection process concludes. The contract period is expected to be a period of up to three years.

RFP SCHEDULE

October 19, 2022	RFP Issued
November 2, 2022 at 12:00PM EST	Questions due to Jessica Muirhead via email: osc.rfp@ct.gov
November 9, 2022	Answers to questions released
November 16 , 2022 at 2:00PM EST	Submission deadline
Late November, at the OSC's Discretion	Finalist Interviews
By December 31, 2022	Vendor Selection
Upon Executed Contract	Services Begin

MINIMUM QUALIFICATIONS

- i. **Registration as Investment Adviser.** The consultant must be registered with and maintain registration as an Investment Adviser with the U.S. Securities and Exchange Commission and with each state in which the consultant is required to register.
- ii. **Independent Advising.** The consultant's advice must be truly independent without regard to the interests of the consultant's firm and with no direct or indirect influence from third parties to bias the consultant's advice. The firm must state that all actions and recommendations will be for the sole purpose and benefit of the participants in the Program.
- iii. **Fiduciary Standards.** The firm must act as and acknowledge in writing that it is a "fiduciary" and will meet the standards applicable to investment advisors, including those under the Investment Advisers Act of 1940, the Employee Retirement Income Security Act and the regulations promulgated under such statutes and that the firm will not delegate such fiduciary responsibilities to any other entity.
- iv. **Minimum Years of Service.** As of December 31, 2021, the proposer must have provided investment consulting services for Defined Contribution Plans and/or Individual Retirement Accounts (Traditional and Roth) for a minimum of ten (10) years. (Defined Contribution

Plans are those plans authorized under Section 457, 401(k), 403(b), or 401(a) of the Internal Revenue Code. Individual Retirement Accounts are those tax qualified accounts authorized under Section 408 and 408A of the Internal Revenue Code.)

- v. **Minimum Assets Under Management.** As of December 31, 2021, the proposer must have a minimum of \$50 billion in total defined contribution plan or Individual Retirement Account assets under management (AUM).

- vi. **Insurance.** Consultant shall obtain at Consultant's expense the insurance specified in this Proposal and shall maintain it in full force and at its own expense throughout the duration of this Contract, including any extended reporting or tail coverage for acts and omissions of Consultant during the term of the Contract, and all warranty periods that apply. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to OSC. Coverage shall be primary and non-contributory with any other insurance and self- insurance. Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

Fiduciary Liability Insurance: covering breaches in fiduciary duties related to the services or fiduciary responsibility to be provided under this Agreement in such amounts as the OSC may prescribe.

Note: If minimum qualifications are not met, the Proposer's submission may not be considered.

RFP PROCEDURES

1. **Proposer's Authorized Representative.** Proposers must designate an authorized representative and one (1) alternate. Provide the name, title, address, telephone and facsimile numbers, e-mail address, and normal working hours for representative and alternate. This information must be submitted with the RFP submission in the transmittal letter described in the **Required Format for Proposals** section of this RFP.

2. **Communications Notice.** All communications with the OSC or any person representing the OSC or Program concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.
3. **Inquiry Procedures.** All questions regarding this RFP and submission requirements must be directed, in writing, to the designated contact, Jessica Muirhead, Director **by November 2, 2022 at 12:00PM EST.** Proposers may contact the designated contact solely via email at Osc.rfp@ct.gov.

Proposers are prohibited from communicating directly with any agency employee or Advisory Board member except as specified in this RFP, and no agency employee or representative other than the designated contact is authorized to provide any information or respond to any question or inquiry concerning this RFP.

The OSC will provide all Proposers with the questions and answers to the questions brought by Proposers and addressed by OSC. The questions and answers will be posted to the place of issue of this RFP, <https://www.osc.ct.gov/vendor/rfp.html>.

4. **Submission Requirements and Deadlines.** One (1) digital copy of the Proposer's responses and attachment must be in PDF format and delivered via e-mail no later than **November 16 , 2022 at 2:00PM EST.** Responses and attachments received after this date and time will not be evaluated. A facsimile response will not qualify as a "submission." Responses and all attachments should be delivered via email to:

Jessica Muirhead
Program Director
Office of the State Comptroller
Osc.rfp@ct.gov

Proposals must be submitted via e-mail in PDF format and use the subject line "OSC RFP Submission: Investment Services."

Note on the Freedom of Information Act (FOIA) and submissions: All

proposals submitted in response to this RFP may be subject to the terms of the Connecticut Freedom of Information Act (FOI). If a bidder believes that parts of its proposal contain trade secrets or confidential commercial information which is exempt from disclosure, the bidder should specifically identify those portions of its response containing such data. If the bidder indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, OSC will endeavor to keep said information confidential to the extent permitted by law. The bidder shall have the burden of establishing any FOI exemption claimed in any proceeding where it is an issue.

5. **Minimum Submission Requirements.** Proposals must (1) be submitted before the deadline, (2) satisfy the electronic format and submission requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
6. **Selection Committee.** A committee appointed by the OSC will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. Any attempt by a Proposer to influence a member of the Selection Committee during the Proposal review and evaluation process may result in the elimination of that Proposer's proposal from consideration.
7. **Meetings with Proposers.** At its discretion, the OSC may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. The Selection Committee will decide if meetings are warranted and will contact proposers to make an appointment.
8. **Contractor Selection.** It is the OSC's intention to notify the successful proposer as soon as possible and to initiate this engagement shortly thereafter.

RFP CONDITIONS

OSC GENERAL TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor OSC shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** OSC is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, OSC may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by OSC, and at the proposer's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by OSC. OSC may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by OSC. At its sole discretion, OSC may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. Presentation of Supporting Evidence.** If requested by OSC, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities,

financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. OSC may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, OSC may also check or contact any reference provided by the proposer.

8. RFP Is Not An Offer. Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or OSC or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and OSC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by OSC and, if required by the Attorney General's Office.

Contractors responding to this RFP must adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

9. Acceptance or Rejection by the State. The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed. By responding to this procurement, applicants agree to accept the Comptroller's determinations as final.

10. Conformance with Statutes. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the federal government.

11. Ownership of Proposals. All proposals submitted in response to this RFP are to be the sole property of the State and will be subject to the applicable Freedom of Information provisions starting at Section§§1-200 of the Connecticut General Statutes. In addition to the completed response, any proposer that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must mark such materials as "CONFIDENTIAL" and provide one redacted copy of its RFP response on a separate thumb drive, which may be disclosed without objection in the event a FOI request is made for its proposal. Failure to clearly mark materials as "CONFIDENTIAL" and/or failure to provide a redacted copy may result in the release of the RFP response on file with the State at the time such FOI request is made.

12. Ownership of Subsequent Products. Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.

13. Communication Blackout Period. Except as called for in this RFP, contractors may not communicate about the RFP with anyone other than the designated contact, Jessica Muirhead, until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.

16. Timing and Sequence. All timing and sequence of events resulting from this RFP will ultimately be determined by the State. Late responses may or may not be considered, and it will be left to the Comptroller's discretion whether to accept or reject late responses.

17. Stability of Proposed Prices. Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.

18. Oral Agreements. Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.

19. Amending or Canceling Requests. The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.

20. Rejection for Default or Misrepresentation. The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.

21. Rejection of Qualified Proposals. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

22. Collusion. By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or

fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.

23. Conformance to Instructions. All responses to the RFP must conform to the instructions herein. Failure to provide any required information, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

24. Appearances. In some cases, Contractors may be asked to appear to give demonstrations, interviews, presentations or further explanation to the RFP's screening committee.

25. Standard Contract and Conditions. The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions. Attachment B.

26. Entire Agreement. The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the Office of the Attorney General. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the Contractor, and the Office of the Attorney General.

27. Rights Reserved to the State. The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

28. Receipt of Summary of State Ethics Laws. The Contractor must acknowledge that it has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachments C and D hereto.

STANDARD CONTRACT TERMS

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the State's standard contract terms.

The standard contract will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. It will also include the mandatory terms and conditions, may be amended only in consultation with, and with the approval of the Attorney General's Office.

Also included is the State Elections Enforcement Commission's (SEEC) notice (pursuant to Section 9- 612(g)(2) of the Connecticut General Statutes) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

Collusion. The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

State Officials and Employees. The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

Competitors. The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate

proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

Validity of Proposal. The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.

Press Releases. The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

ADDITIONAL PROCUREMENT REQUIREMENTS

The Connecticut Department of Administrative Services (“DAS”) has implemented a requirement that all firms seeking to do business with the State must register their business on CTSOURCE. The portal for registering your business is accessible at <https://portal.ct.gov/DAS/CTSOURCE>.

Registering with State Contracting Portal. Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSOURCE/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1):

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms> (must be signed, dated,

notarized, and uploaded to CTSource in accordance with the instructions on page 23 of the User Guide.

Firms will have the ability to view, verify and update their information by logging into their CTSource account, prior to submitting responses to an RFP. The guide to using CTSource appears at <https://portal.ct.gov/-/media/DAS/CTSource/Documents/CTsource-Supplier-Registration-Portal-User-Guide-Final.pdf>

If you experience difficulty establishing your firm's account, please call DAS at 860-713-5095 or send an email to das.ctsource@ct.gov.

If you have difficulty accessing your CTSource account call 1-866-889-8533 or email webprocure-support@proactis.com.

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

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <https://portal.ct.gov/-/media/CHRO/NotificationtoBidderspdf.pdf>. You must complete the Bidder Contract Compliance Monitoring Report and upload it to CTSource. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance."

Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to CTSource. If not, please explain.

RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

Timing Sequence. The timing and sequence of events associated with this RFP shall ultimately be determined by OSC.

Amending or Canceling RFP. OSC reserves the right to amend or cancel this RFP on any date and at any time, if OSC deems it to be necessary, appropriate, or otherwise

in the best interests of the State.

No Acceptable Proposals. In the event that no acceptable proposals are submitted in response to this RFP, OSC may reopen the procurement process, if it is determined to be in the best interests of the State.

Award and Rejection of Proposals. OSC reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. OSC may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. OSC reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

Sole Property of the State. All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

Contract Negotiation. OSC reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. OSC further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, OSC may seek Best and Final Offers (BFO) on cost from proposers. OSC may set parameters on any BFOs received.

Clerical Errors in Award. OSC reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. 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 proposer is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the proposer.

Key Personnel. When OSC is the sole funder of a purchased service, OSC reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. OSC also reserves the right to approve replacements for key personnel who have terminated employment. OSC further reserves the right to require the removal and replacement

of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by OSC.

STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

Freedom of Information, C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. Failure to clearly mark materials as "CONFIDENTIAL" and/or failure to provide a redacted copy of a Proposer's RFP response may result in the release of the RFP response on file with the State at the time that an FOI request is made. The State 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 pursuant to a FOI request. The proposer has the burden of establishing the availability of any FOI exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOI Act, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOI Act or other requirements of law.

Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements Representation, C.G.S. § 4ad-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means

any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) 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, requests for information, or (C) any other similar activity related to such contracts. "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 as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9- 612 of the Connecticut General Statutes as 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 resulting contract must represent that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.” Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

Gifts, Conn. Gen. Stat. § 4-252. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz’s Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or

(C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the

negotiation or award of State contracts, or (ii) 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;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person. Any bidder or proposer that does not agree to the representations required under this section shall be rejected 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.

Iran Energy Investment Certification C.G.S. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with written representation in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her

understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

REQUIRED FORMAT FOR PROPOSALS

SECTION 1 - 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:

- Identify the submitting organization;
- Explicitly indicate unequivocal acceptance of all of the requirements of this RFP and acknowledge receipt of any and all amendments to this RFP;
- 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.
- Explicitly warrant, represent and certify the following requirements have been met in connection with the RFP:
 - 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.
 - 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
- o 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.
- o 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.

SECTION 2 – TABLE OF CONTENTS

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this proposal as required.

SECTION 3 – MINIMUM QUALIFICATIONS

Proposers must complete and sign **Attachment A: Minimum Qualifications Form** and append it to this section.

SECTION 3 – EXPERIENCE

Answer all questions under **CONSULTANT QUALIFICATIONS AND RESPONSES** in the order as presented in this RFP. Please also number your responses to align with the numeric order of the questions presented in this RFP. Failure to do so may disqualify a Proposer's submission from consideration.

SECTION 5 - CONFLICT OF INTEREST

Include a disclosure statement concerning any current business relationships (within the last three (3) years) or assignments that your firm or any employee of your firm has or has had, including business relationships or assignments with any other investment firm, financial advisory firm, law firm, or other person or entity, that poses or may pose a conflict of interest or the appearance of a conflict of interest in providing investment consulting services to the OSC.

SECTION 6 – VALIDATION OF PROPOSAL

Each Proposal must be signed by an authorized official and shall be a binding commitment that the OSC may incorporate the Proposal, in whole or in part, by reference or otherwise, into the contract. The Proposal must also include evidence that the person submitting the Proposal has the requisite power and authority on behalf of the Proposer to submit and deliver the proposal and subsequently to enter into, execute, deliver and perform the contract.

RFP: INVESTMENT CONSULTING SERVICES

ATTACHMENT A: MINIMUM QUALIFICATIONS FORM

PROPOSER NAME: _____

Registration as an Investment Advisor. By checking this box, the Proposer certifies that the proposing firm is currently and will continue to maintain registration as an Investment Advisor with the U.S. Securities and Exchange Commission *and* with each state in which the firm is required to register.

Independent Advising. By checking this box, the Proposer certifies that all actions, advice, and recommendations by the firm will be independent, without regard to the interests of the firm, with no direct or indirect influence from third parties, and for the sole purpose and benefit of the participants in the Program.

Fiduciary Standards. By checking this box, the Proposer certifies that it is a fiduciary and will meet the standards applicable to investment advisors, including those under the Investment Advisers Act of 1940, the Employee Retirement Income Security Act and the regulations promulgated under such statutes and that the firm will not delegate such fiduciary responsibilities to any other entity.

Minimum Years of Service. By checking this box, the Proposer certifies that the firm has provided investment consulting services for Defined Contribution Plans and/or individual Retirement Accounts (Traditional and Roth) for a minimum of ten (10) years.

Minimum Assets Under Management. By checking this box, the Proposer certifies that the submitting firm has a minimum of \$50 billion in total defined contribution plan or Individual Retirement Account assets under management (AUM) as of December 31, 2021.

Insurance. By checking this box, the Proposer certifies that the submitting firm shall obtain, at its own expense, the insurance specified in this Proposal and shall maintain it in full force and at its own expense throughout the duration of any Contract resulting from this RFP, including any extended reporting or tail coverage for acts and omissions of the firm during the term of the Contract, and all warranty periods that apply. The firm shall obtain insurance from insurance companies or entities which are authorized to transact the business of insurance and issue coverage in the State of Connecticut and that are acceptable to OSC. Coverage shall be primary and non-contributory with any other insurance and self- insurance. The firm shall pay for all deductibles, self-insured retention and self-insurance, if any. The firm will obtain Fiduciary Liability Insurance covering breaches in fiduciary duties related to the services or fiduciary responsibility to be provided under this Agreement in such amounts as the OSC may prescribe.

Authorized Signature: _____

Authorized Name: _____

Date: _____

Agreement By and Between
The Office of the State Comptroller

And

XXXX

SECTION 1

This Agreement (“Agreement”) is made and entered into by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller” or “OSC”) pursuant to Conn. Gen. Stat. §3-112 and XXX (“Contractor”).

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall begin upon final approval by the Office of the Attorney General, and shall expire on XX XX, 202X (hereinafter “end date”), and the duties of the Contractor as set forth in this Agreement shall be completed by the Contractor no later than the end date.

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 electronically or personally, or by certified or registered mail, to the following addresses:

Comptroller:

Office of the State Comptroller
165 Capitol Ave.
Hartford, CT 06106
Attention: XX
XX

Contractor:

[NAME OF CONTRACTOR]
[ADDRESS OF CONTRACTOR]
Attn: [CONTACT NAME]
CONTACT EMAIL]

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 may terminate this Agreement at any time in the best interests of the State by giving Contractor at least sixty (60) days' notice in writing. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination shall accrue and be paid to the Contractor.

SECTION 4

SPECIFICATION OF SERVICES

The Contractor shall provide the following specific services for the program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including, but not limited to:
XX

Statement of Work

XXXXXX

Scope of Services

XXXXXX

SECTION 5

COST AND SCHEDULE OF PAYMENTS

XXXXXXXX

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. 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 its subcontractors. Contractor agrees to comply with Conn. Gen. Stat. §4d-32 regarding the award of subcontract awards. 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.

C. 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 state and federal laws, regulations, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

D. 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. Both the Contractor and any and all subcontractors shall not perform any services under this contract outside of the United States. Should the Contractor or any subcontractors perform any cell center services to the state, such state business-

related call center and customer service work must be performed by state contractors or other agents or subcontractors entirely within this state, except that, if any such contractor, other agent or subcontractor performs work outside this state and adds customer service employees who will perform work pursuant to such new contracts or agreements, such new employees shall immediately be employed within this state, in compliance with Section 31-57aa of the Connecticut General Statutes.

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.

E. Conflicts, Errors, Omissions, and Discrepancies.

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.

F. Liability and Indemnity

1. Contractor's entire liability for any and all claims in any manner related to the Agreement will be the payment of direct damages with respect to the Services or Deliverables involved under this Agreement. Except for the specific remedies expressly identified as such in this Agreement, the State's exclusive remedy for any claim arising out of this Agreement will be for Contractor, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Contractor for the Services or Deliverables related to the breach.
2. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Contractor shall use Contractor reasonably acceptable to the State in carrying out its obligations under this Section. The Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property

rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.

3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Agents. The State shall give the Contractor reasonable notice of any such Claims.
4. The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
5. The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
6. This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.
7. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
8. The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Agreement in any capacity.
9. The term "Records" means all working papers and such other information and materials as may have been accumulated by the Contractor or Contractor Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
10. The Contractor shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the Contractor arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the Attorney General or the AG's designee.

G. 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.

H. Quality Surveillance, Examination of Records, Audits and Continuity of Services.

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.

Contractor will implement business continuity and disaster recovery plans designed to minimize interruptions of the Services and ensure recovery of systems and applications used to provide the Services pursuant to Conn. Gen. Stat. §4d-44. Such business approved plans shall cover the facilities, systems, applications and employees that are critical to the provision of the Services and specify recovery time and recovery point objectives. Contractor will regularly review such plans and at least once per year will conduct independent third-party testing of same, attestations of which will be provided to the Comptroller upon request.

Audit

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. Pursuant to this state statute, any agreement for a state grant entered into between a state agency and a public or private agency shall provide for an audit acceptable to such state agency of any grant expenditures made by such public or private agency and, unless otherwise provided by the state agency, the cost of such audit may be considered an allowable expense under such grant agreement. The Auditors of Public Accounts shall have access to all records and accounts of such public or private agency for the fiscal year in which such grant is made. A copy of any audit performed under the provisions of this section shall be filed with the Auditors of Public Accounts. In the case of an agreement for a state grant entered into between a state agency and a public or private agency where the state agency has received funding for such grant from the federal government, the cost of any required audit shall be considered an allowable expense under such grant agreement, provided the cost of such audit is an allowable expense under the federal grant regulations.

I. 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 liability insurance policy equivalent to three times the contract price 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
Workers' Compensation	Connecticut Statutory Requirements
Employer's Liability	To the extent included under

Workers' Compensation Insurance Policy

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.

J. 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.

K. 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 State:

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor
3. To use the names of the Comptroller, its officials or employees or the Comptroller seal or State'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 State seal shall require specific and express permission from the Secretary of the State.

L. Confidentiality and Ownership.

All data provided to Contractor by the Comptroller or developed internally by Contractor regarding the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary or authorizes the release of such information prior to such release. Contractor agrees to comply with Conn. Gen. Stat. §4e-70 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 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.

Should this contract include or involve tangible personal property to the state entered into on or after August 16, 2003, Contractor understands its obligation to comply with Conn. Gen. Stat. §12-411b.

M. Subpoenas.

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. § 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.

N. 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.

O. 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.

P. Assignment.

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

Q. 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.

R. 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.

S. Third Parties.

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

T. 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.

U. 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.

SECTION 7

STATUTORY AND REGULATORY COMPLIANCE

A. Health Insurance Portability and Accountability Act of 1996. Notwithstanding the language in Section 7.A.3 of the Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
3. The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).

6. Definitions

- a. “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
- b. “Business Associate” shall mean the Contractor.
- c. “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of

- this Contract.
- d. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - e. “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - f. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - g. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - h. “Protected Health Information” or “PHI” shall have the same meaning as the term defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - i. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - j. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - k. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - l. “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
 - m. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - o. “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

7. Obligations and Activities of Business Associates.

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- f. Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same

restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

- g. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection 7.j of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. In the event that an Individual requests that the Business Associate (A) restrict disclosures of PHI; (B) provide an accounting of disclosures of the Individual's PHI; (C) provide a copy of the Individual's PHI in an electronic health record; or (D) amend PHI in the Individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- o. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- p. Obligations in the Event of Breach.
 - i. The Business Associate agrees that, following the discovery by the Business

Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

- ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 6. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs (A) to (D) inclusive, of 7.p.iii of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 7. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 8. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate

for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

9. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

8. Permitted Uses and Disclosure by Business Associate.

- a. General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Specific Use and Disclosure Provisions
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

9. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

10. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

11. Term and Termination.

- a. **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision 7.j of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- i. Except as provided in 11.c of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section 7.j of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

12. Miscellaneous Sections.

- a. **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.

- d. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- g. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

13. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

E. Nondiscrimination and Affirmative Action Provisions.

(a) For purposes of this Section, the following terms are defined as follows:

- i."Commission" means the Commission on Human Rights and Opportunities;
- ii."Contract" and "contract" include any extension or modification of the Contract or contract;
- iii."Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv."Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the

- gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other

contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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 Connecticut General Statutes § 46a-56; and (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 the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: c

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

The contractor agrees that in the performance of Services under the Contract such contractor will not discriminate or permit discrimination in its employment practices against any person or group of persons on the grounds of religion, national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness, mental disability, status as a veteran, marital status, ancestry, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the Services involved, or in any manner prohibited by state or federal laws, policies and regulations.

The contractor agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their religion, national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness, mental disability, status as a veteran, marital status, ancestry, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the Services involved, or in any manner prohibited by state or federal laws, policies and regulations.

F. Freedom of Information.

1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act

pursuant to Conn. Gen. Stat §§1-200 et seq. (“FOI”) which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Conn. Gen. Stat §1-210(b).

2. **Governmental Function.** In accordance with Conn. Gen. Stat §§1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a “person” performing a “governmental function”, as those terms are defined in Conn. Gen. Stat §§1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor’s performance of the governmental function, which may be disclosed by the Agency pursuant to the Freedom of Information Act (FOI).
3. Contractor agrees to comply with the application of Connecticut public records laws as is applicable to contractors and subcontractors and its agents pursuant to Conn. Gen. Stat. §4d-34, §4d-35, §4d-36, §4d-37, §4d-38 and §4d-40.

G. Whistleblowing.

This Contract is subject to Conn. Gen. Stat §§ 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in Conn. Gen. Stat §§ 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi- public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

H. Executive Orders.

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.

b. This Contract 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 this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

I. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat §§9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

J. Data Security

Pursuant to Connecticut Public Act 15-142, the Parties agree as follows:

1. As used in this Section:
 - a. "Confidential Information" means an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160. 103, as amended from time to time. Confidential Information does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.
 - b. "Confidential Information Breach" means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with the Contract in any manner, including, but not limited to, the following occurrences: (i) Any Confidential Information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (ii) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any Confidential Information that is not encrypted or protected, or (ii) any encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (iii) there is a substantial risk of identity theft or fraud of the State's Plan Participants.
2. Pursuant to this Agreement, Comptroller will share Confidential Information with Contractor. Contractor at its own expense will protect from a Confidential Information Breach any and all Confidential Information that it comes to possess or control, wherever and however stored or maintained in a commercially reasonable standard and in accordance with current industry standards.

3. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Board or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
4. The Contractor and Contractor Parties shall notify Comptroller and the Connecticut Office of the Attorney General as soon as practicable, but no later than ten (10) days, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach.
5. If a Confidential Information Breach has occurred and there is a risk of identity theft or fraud to the State's Plan Participants, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Connecticut Commissioner of Administrative Services, the Comptroller and the Connecticut Office of the Attorney General, for review and approval.
 - a. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach.
 - b. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a.
 - c. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time, not to exceed two (2) years, commensurate with the circumstances of the Confidential Information Breach.
6. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from any State of Connecticut entity or any affected individuals.
7. Contractor understands that the Attorney General may investigate any violation of this section. If the Attorney General finds that Contractor has violated or is violating any provision of this section, the Attorney General may bring a civil action in the superior court for the judicial district of Hartford under this section in the name of the state against such contractor. Nothing in this section shall be construed to create a private right of action.

The requirements of this section shall be in addition to the requirements of Conn. Gen. Stat §§36a-701b, and nothing in this section shall be construed to supersede Contractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 P. L. 104- 191 "HIPAA", the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, "FERPA" or any other applicable federal or state law.

K. Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

L. Large State Contract Representation for Official or Employee of State Agency.

Pursuant to Conn. Gen. Stat §4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

M. Iran Energy Investment Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

N. Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) 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, requests for information, or (C) any other similar activity related to such contracts. "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 as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES:

Name of Former State Agency

Termination Date of Employment

O. Access to Contract and State Data.

The Contractor shall provide to the OSC access to any data, as defined in Conn. Gen Stat. § 2-90 and §4e-1, §4e-29 and §4e-30 concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

SIGNATURES AND APPROVAL

The Contractor IS or IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability act of 1996, as amended.

IN WITNESS HEREOF, the parties execute this Agreement upon final approval by the Office of the Attorney General.

[CONTRACTOR NAME]

Office of the State Comptroller

By _____
[NAME OF CONTRACTOR, TITLE]

By _____
Natalie Braswell, Comptroller

Date _____

Date _____

Connecticut Attorney General (Approved as to form)

Approved as to form:

Signature

Date: _____

Attachment

The following forms are MANDATORY and must be completed, signed and returned before your bid can be considered by the Comptroller’s Office.

[Form 1: Campaign Contribution Certification](#)

COMPTROLLER'S AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

The undersigned, as a duly authorized officer of the company/firm bidding/negotiating the attached contract, affirms (1) receipt of the summary of State ethics laws for contractors, (2) that key employees of the company/firm have read and understand the summary and (3) that company/firm agrees to comply with the provisions of State ethics laws.

[CONTRACTOR NAME, TITLE]

Date _____

[CONTRACTOR NAME]
[CONTRACTOR ADDRESS]
[CONTRACTOR EMAIL]

FEIN/SSN: XXXXXX