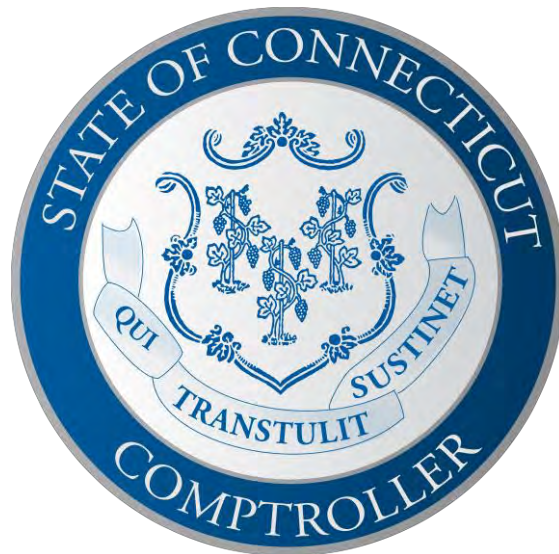

REQUEST FOR PROPOSAL (RFP)

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



**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
165 CAPITOL AVENUE
HARTFORD, CT 06106**

OBJECTIVE AND BACKGROUND

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

On June 30, 2022, CMERS covered 9,830 active members whose annual compensation totaled \$669,652,463; 8,632 retired members and beneficiaries in receipt of annual benefits totaling \$234,791,766; and 1,790 deferred vested members with annual benefits totaling \$22,086,676. As of that date, there were 99 sponsoring employers.

The purpose of this RFP is to obtain proposals to provide the necessary auditing functions required under the GASB Statement No. 68 Compliance Audit for the State-sponsored Connecticut Municipal Employees Retirement System (CMERS). The contract period will commence on or about July 1, 2023 and expire on June 30, 2027, with an option for an additional one-year extension.

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

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

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

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

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

Additionally, the Accounting Firm will confirm that the Schedule of the Employer Allocation is determined using a reasonable method acceptable under GASB Statement No. 68

provisions. In this regard, the Accounting Firm may need to opine on the assumptions underlying the allocation determination. Comments on this aspect of the audit including the degree of analysis required for the demographic assumptions will be useful in your response.

SCOPE OF SERVICES

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

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

SELECTION CRITERIA

The RFP Review Committee will evaluate proposers based on their written responses to this RFP and, at the election of the Committee, finalist oral interviews. Additional written information may be requested by the OSC. The goal of the evaluation will be to select the best

combination of qualifications, relevant experience and cost. Proposals containing the lowest cost will not necessarily be awarded as the State recognizes that factors other than costs are important to the ultimate selection of the proposer.

The Committee will also consider the following non-exclusive factors in making the determination:

1. Proposer's ability to perform the specified work.
2. Previous work experience on similar projects. Proposers will be evaluated on their past performance to include, but not limited to, failure to meet specifications, poor quality and late delivery.
3. Proposer's understanding of the project's purpose and scope, as evidenced by the proposed approach and level of effort.
4. Proposed cost.
5. Availability and competence of personnel and evidence of appropriate staffing and training.
6. Conformity with specifications contained herein.
7. Proposer's ability to keep the Commission informed of significant changes in the laws and regulations governing public pension plan administration.
8. Demonstration of Proposer's commitment to affirmative action by full compliance with the statutes, regulations and policies of the State of Connecticut Commission on Human Rights and Opportunities regarding affirmative action.
9. Possible and previous conflicts of interest (within the last ten years).
10. Past (within the last ten years) and pending litigation involving the Proposer and pension plans or retirement systems.
11. At the option of the Actuarial Subcommittee, Proposer's oral interview.
12. Willingness to accept the terms and conditions of the State's proposed contract.

The State of Connecticut is seeking a contract-effective date commencing July 1, 2023 and is expected to be a four-year agreement with the possibility of up to 1 one-year extension, upon mutual agreement of the parties and upon final approval by the Office of the Attorney General.

The State reserves the right to award any service in whole or in part, if proposals demonstrate that doing so would be in the State's best interest. The State also reserves the right to issue multiple awards, no award, cancel, or alter the procurement at any time. In addition, the State reserves the right to extend the proposed RFP period, if needed. Proposals containing the lowest cost will not necessarily be awarded, as OSC recognizes that factors other than costs are important to the ultimate selection of the provider or providers. Proposals provided in response to this RFP must comply with the submittal requirements set forth in later sections, including all forms and certifications, and will be evaluated in accordance with the criteria and procedures described herein. Based upon the results of the evaluation, the State will award the contract(s) to the most advantageous Proposer(s), based on cost and the technical evaluation factors in the

RFP. Any contract awarded hereunder shall be subject to the approval of the Office of the Attorney General in accordance with applicable state laws, regulations, policies and procedures.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms must be completed in full and submitted along with the RFP. This RFP and your response, including all subsequent documents provided during this RFP process will become part of the contract terms and policy between the parties.

SELECTION PROCESS AND SCHEDULE

Request for Proposal Questions and Response Phase:

February 24, 2023	Release RFP
March 3, 2023	Proposer Question Deadline by 2:00PM ET osc.rfp@ct.gov
March 10, 2023	Answers to Proposer Questions Released
March 17, 2023	Proposals due to osc.rfp@ct.gov no later than 2PM ET
Week of March 27 th 2023	Finalist Interview (Proposers must hold dates)
March 31, 2023	Proposer Selection
April 3, 2023	Begin Implementation
July 1, 2023	Effective Date for Contract

- These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective bidders.
- This RFP does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.
- The State may revise and amend the RFP prior to the due date for the proposal. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.
- The State reserves the right to reject any and all proposals received, for specific reasons, which include, but are not limited to, non-compliance with RFP requirements.
- Responses to this RFP will be the primary source of information used in the evaluation process. Each bidder is requested and advised to be as complete as possible in its response. The State reserves the right to contact any bidder to clarify any response or make a presentation.

PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Questions

From the date the OSC issues this RFP until the date that it awards the Contract to the successful proposer, **interested parties are not permitted to contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing via email to the following address: osc.rfp@ct.gov**. For violation of this provision, the State reserves the right to reject the proposal of the violator. Interested organizations should submit questions no later than **2PM ET on March 3, 2023**.

Questions from any bidder that is considering a response to this RFP will be answered. Questions via email or telephone will not be accepted. The State reserves the right to provide a combined answer to similar questions. Late questions may not receive answers. The Comptroller will answer all questions on behalf of the OSC only in the form of one or more addenda to this RFP and will post them on the OSC's website at <http://www.osc.ct.gov/Proposer/index.html>.

B. Sealed Proposals

An authorized agent for the proposer organization with authority to negotiate and contractually bind the organization must sign the proposal; such individual's title, address, and telephone number must also be provided. **The organization must submit an electronic PDF of the proposal to osc.rfp@ct.gov by the stated deadline.** Proposers are also required to submit an electronic copy of the redacted proposal, if applicable. Any proposer that submits information that includes confidential information that the Proposer identifies is exempt under the Connecticut Freedom of Information ("FOI") Act pursuant to Chapter 14 of the Connecticut General Statutes **must also provide one copy of its RFP response from which all such data and information has been redacted and identifies the applicable FOI exemptions and which may be disclosed without objection if the State receives a Freedom of Information Act ("FOIA") request for its proposal.** Failure to provide a redacted version may result in the release of the unredacted RFP response on file with the State at the time such FOI request is made.

Proposals are to be addressed to:

STATE OF CONNECTICUT
Office of the State Comptroller
Attn: Steven Cosgrove, RFP
Business Services Office
165 Capitol Ave
Hartford, CT 06106

Information Required in the Proposal:

Provide the information requested below on the title page:

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

The proposing organization must designate an authorized representative and one alternate who may speak and act on behalf of the organization in all dealings with the OSC, if necessary.

Provide the following information for each individual:

- Names
- Telephone Numbers
- Normal Hours of Work

Transmittal Letter

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

- i. Identify the submitting organization;
- ii. Explicitly indicate unequivocal acceptance of all of the requirements of this RFP and acknowledge receipt of any and all amendments to this RFP;
- iii. Bear the signature of the person with the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the firm any contract or agreement with the OSC.
- iv. Explicitly warrant, represent and certify the following requirements have been met in connection with the RFP:
 1. The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and
 3. No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting completion.
- v. Explicitly represent that no elected or appointed official or employee of the State of Connecticut had benefited or will benefit financially or materially from any contract or agreement executed in connection with this RFP. Any contract or agreement executed in connection with this RFP may be terminated by the OSC if it is determined that gratuities of any kind were either offered to, or received by, any state officials or employees from the firm, the law firm's agent(s), representative(s) or employee(s). Such action on the part of the OSC shall not constitute a breach of contract on the part of the OSC.

b. Table of Contents

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

c. Executive Summary

Organizations submitting proposals must provide an Executive Summary. This is to permit the Proposer to briefly summarize the most important aspects of each section of the Proposal. The Executive Summary must provide a high-level overview of the Proposal. The Proposer must summarize its understanding of the objectives of the OSC in issuing this RFP, the intended results of the services, the scope of work, and any issues which need to be addressed. Specifically the Executive Summary should outline the proposing organizations experience in performing accounting services or compliance audits for public sector pensions.

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

d. Credentials and related experience

- i. Provide a brief history and description of your firm/company. Include information regarding experience in performing accounting services or compliance audits for public sector pensions.

- ii. Provide information demonstrating that your organization has significant public sector accounting experience as demonstrated by having previously performed accounting services that are comparable to those described in this RFP. Related experience should include information on competency, proven track record
 - iii. Provide names and contact information of three (3) client references for which you have performed services reasonably comparable to those sought in this RFP. At least two (2) references should be a campaign that is comparable in size to the one described in this RFP.
- e. Demonstrated ability to meet all requirements
- i. Describe how your organization will meet each of the requirements listed in **Section II “Scope of Service”**.
- f. Cost of Services

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

- g. State of Connecticut Contract Terms and Conditions
- i. If you find any terms or provisions of the proposed draft contract, attached hereto as **Appendix A**, unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in the firm’s failure to execute a contract in this matter.

C. Conformity and Completeness of Proposals

- a. To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.
- b. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.
- c. The submission of proposals shall constitute, without any further act required of the proposers or the OSC, acceptance of the requirements, administrative stipulations, and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of

the proposal to so comply may result in the OSC’s rejection of the proposal. The OSC will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations for the OSC to consider their proposal.

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

D. Submission of Proposals:

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

- a. All proposals must address all the requirements listed in the prescribed order in Section VI;
- b. All information and completed forms attached to this RFP;
- c. The following completed forms:
 - i. Agency Proposer Form (SP-26NB), available at: [http://das.ct.gov/Purchase/Info/Proposer_Profile_Form_\(SP-26NB\).pdf](http://das.ct.gov/Purchase/Info/Proposer_Profile_Form_(SP-26NB).pdf)
 - ii. W-9 Form, available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
 - iii. “CTSource”

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>

Firms will have the ability to view, verify and update their information by logging in to their CTSource account, prior to submitting responses to an RFP. The guide to using CTSource appears at [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 difficult accessing your CTSource account call 1-866-889-8533 or email webprocure-support@proactis.com. The OPM Ethics Form, [Campaign Contribution Certification](#) must be signed, dated, notarized, and uploaded to CTSource in accordance with the instructions on page 23 of the User Guide: For information on how to complete these forms, please access the Office of Policy and Management website by using the following link: [Ethics Forms \(ct.gov\)](#)

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at [NotificationtoBidderspdf.pdf \(ct.gov\)](#).

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 [Contract Compliance Forms and Reports](#) 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.

ETHICS AFFIDAVITS

A Proposer that is awarded all or part of the RFP is required to comply with the State of Connecticut Code of Ethics. More information can be found in the Contractors Guide to the Code of Ethics, <https://portal.ct.gov/-/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf>. The Contractor must acknowledge that is has received a summary of State Ethics Laws by submitting a signed receipt with its bid. [Attachment C contractors guide to the code of ethics revjan2019.pdf.docx](#), [Attachment D Affirmation of Receipt of State Ethics Laws.docx](#)

NON-DISCRIMINATION CERTIFICATION

Nondiscrimination Certification, Sections 4a-60 and 4a-60a of the Connecticut General Statutes. 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 Proposer refuses to agree to this representation, such bidder or Proposer 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.

AMENDMENT OR CANCELLATION OF THIS RFP

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

PRESENTATION OF SUPPORTING EVIDENCE

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

MISREPRESENTATION OR DEFAULT

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

ERRORS

The OSC reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the contract award accordingly. In addition, the OSC reserves the right to re-evaluate proposals and the award of the contract in light of information either not previously known or otherwise not properly having been taken into account prior to contract award. In any case, this may include, in extreme circumstances, revoking the awarding of the contract already made to a firm and subsequently awarding the contract to another firm. Such action on the part of the OSC shall not constitute a breach of contract on the part of the OSC since the contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the OSC and such firm. The OSC may waive minor irregularities found in proposals or allow the proposer to correct them, depending on which is in the best interest of the State. “Minor irregularities” means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other proposers, as determined in the discretion of the OSC.

OWNERSHIP OF PROPOSALS

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

EXECUTION OF CONTRACT AND RELATED REQUIREMENTS

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a firm is selected, the selected proposal and this RFP may then serve as the basis for a contract that will be negotiated and executed between the OSC, and the selected firm. If the OSC and the initial selected firm fail to reach agreement on all issues relative to the contract within a time determined solely by the OSC, then the OSC may commence and conclude contract negotiations with other proposers. The OSC may decide at any time to start this RFP process again.

ORAL AGREEMENT OR ARRANGEMENTS

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

SUBLETTING OR ASSIGNING OF CONTRACT

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

FREEDOM OF INFORMATION ACT AND CONFIDENTIAL INFORMATION

All proposals submitted in response to this RFP are to be the sole property of the OSC, subject to the terms of the Connecticut Freedom of Information Act (FOI) and its corresponding rules, regulations, and interpretations. Those particular sentences, paragraphs, pages, or sections that the proposer believes are proprietary or confidential in nature, and therefore exempt from disclosure under the FOIA, must be specifically identified as such. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the OSC will endeavor to keep said information confidential to the extent permitted by law. The OSC, however, has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The proposer will have the burden of establishing the FOIA exemption in any proceeding where it is an issue. In no event will the OSC or the State have any liability for the disclosure of any documents in its

possession which the OSC believes are required to be disclosed pursuant to the FOIA or other requirements of law.

The OSC expects that a proposer will in good faith mark only sentences, paragraphs, sections, or pages that qualify as proprietary or confidential under the FOIA. Without waiving the proposal due date and time noted in this RFP, the OSC reserves the right to return any proposals having the majority of their pages marked as confidential or proprietary back to the proposer for compliance with this section.

AFFIRMATIVE ACTION

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

CONFORMANCE WITH FEDERAL, STATE AND OTHER REQUIREMENTS

In the contract, the firm will represent and warrant that, at all pertinent and relevant times to the contract, it has been, is and will continue to be in full compliance with all federal, state, municipal or other governmental department, commission, OSC, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

EXECUTIVE ORDERS AND ENACTMENTS

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

Conflict of Interest

The Proposer shall certify in writing that no relationship exists between the Proposer and the State of Connecticut that interferes with fair competition or is a conflict of interest, and no relationship exists between the Proposer and another person or organization that constitutes a conflict of interest with respect to any State contract. Any successful Proposer must execute a contract and grant disclosure and certification form. The Proposer shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Proposer shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract. A Proposer that is awarded all or part of the RFP is required to comply with the State of Connecticut Code of Ethics. More information can be found in the Contractors Guide to the Code of Ethics, <https://portal.ct.gov/-/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf>.

Governing Law: The contract shall be governed in all respects by the laws of the State of Connecticut.

OSC General Terms and Conditions

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

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 applicable state laws and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

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.

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.

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.

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.

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 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.

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.

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 be willing to adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

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.

Conformance with Laws, Statute, Regulations, Policies. Any contract awarded as a result of this RFP must be in full conformance with all statutory, regulatory and policy requirements of the State of Connecticut and the federal government.

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, 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.

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.

Communication Blackout Period. Except as called for in this RFP, contractors may not communicate about the RFP with any staff or representative of the State of Connecticut until the successful proposer(s) are selected. 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.

Availability of Work Papers. All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.

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.

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.

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

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.

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.

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.

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.

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.

Appearances. In some cases, Contractors may be asked to appear to give demonstrations, interviews, presentations or further explanation to the RFP's screening committee. 26. Standard Contract and Conditions—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions. Attachment - B.

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.

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.

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 as part of the contract.

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.

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 because 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 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 (BAFO) on cost from proposers. OSC may set parameters on any BAFOs 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, and identifies the applicable exemptions from the state FOI Act, the State will endeavor to keep said information confidential to the extent permitted by law. 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 FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, 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 FOIA 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. § 4a-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, Proposer, 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 Proposer refuses to agree to this representation, such bidder or Proposer 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.

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. Attached Document(s): OPM-Form1-CampaignContributionCertification-8-18-Final.pdf

Standard Contract Terms and Conditions

Be advised that the State has certain contract requirements. Contractors responding to this RFP must be willing to adhere to the following contract requirements and must affirmatively state their adherence to these terms and conditions with a transmittal letter appended to their proposal response.

Attached is a sample contract containing standard terms and conditions. The Contractor must agree that the contract 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. Under no circumstances may a State contract contain limited liability and/or binding

arbitration provisions. The State may not indemnify a Contractor or waive its sovereign immunity. At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this Agreement.

If at any time the State in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, State reserves the right to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to State to provide the services otherwise performable by the Contractor hereunder. Contractor shall review any requests by State to reassign personnel/staff.

In requesting such reassignment of personnel/staff, State shall give thirty days (30) notice to Contractor of State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, the State may terminate this agreement by providing written notice. Contractor shall advise the State promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees, which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence, the Contractor shall at all times assign competent personnel/staff to perform the services contracted for under this agreement.

APPENDIX A

STATE OF CONNECTICUT

OFFICE OF THE STATE COMPTROLLER

STANDARD CONTRACT AND CONDITIONS

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.

Definitions

- Claims: 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.
- Contract: This agreement, as of its effective date, between or among the Parties.
- Contractor Parties: A 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 Contract in any capacity.
- Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment.
- Goods or Services: Goods, Services or both, as specified in the Solicitation.
- Perform: For purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract are referred to as “Perform,” “Performance” and other capitalized

variations of the term.

- Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes.
- State: The State of Connecticut, including the OSC and any office, department, board, council, commission, institution or other OSC or entity of the State.
- Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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]

Notwithstanding any provisions in this Contract, the OSC, through a duly authorized employee, may Terminate the Contract whenever the OSC makes a written determination that such Termination is in the best interests of the State. The OSC shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date. Notwithstanding any provisions in this Contract, the OSC, through a duly authorized employee, may, after making a written

determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

The OSC shall send the notice of Termination via electronic notice and certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the OSC for purposes of correspondence, or by hand delivery. Upon receiving the electronic notice from the OSC, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the OSC all Records. The Records are deemed to be the property of the OSC and the Contractor shall deliver them to the OSC no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the OSC for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

Upon receipt of a written notice of Termination from the OSC, the Contractor shall cease operations as the OSC directs in the notice, and take all actions that are necessary or appropriate, or that the OSC may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the OSC directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

The OSC shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the OSC, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. The Contractor is not entitled to receive and the OSC is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the OSC, the Contractor shall assign to the OSC, or any replacement contractor which the OSC designates, all subcontracts, purchase orders and other commitments, deliver to the OSC all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the OSC may request.

For breach or violation of any of the provisions in the section concerning representations and warranties, the OSC may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the OSC. 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.

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 OSC, 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, Forum and Choice of Law.

The parties deem the Contract 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 the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. 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, as amended.

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 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.
3. 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.
4. 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.
 5. This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.
 6. 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.
 7. 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.
 8. 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.
 9. 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 its designee.
 10. 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 Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; 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 Contract. The Contractor shall use counsel 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 Contractor's bid, 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, articles or appliances furnished or used in the Performance.
 11. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State. 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 Parties. The State shall give the Contractor reasonable notice of any such Claims. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, 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.
 12. The Contractor shall carry and maintain at all times during the term of the Contract, and

during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the OSC prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the OSC. The OSC shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the OSC or the State is contributorily negligent. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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.

1. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable. 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.
2. 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.
3. 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.
4. 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.

5. In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private OSC other than another state OSC, 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 OSC and a public or private OSC shall provide for an audit acceptable to such state OSC of any grant expenditures made by such public or private OSC and, unless otherwise provided by the state OSC, 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 OSC 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 OSC and a public or private OSC where the state OSC 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.
6. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
7. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
8. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
9. The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement’s setoff provision.
10. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
11. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

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.

Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

1. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
2. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
3. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
4. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided

for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, Section 12-411b.

M. Subpoenas.

In the event the Contractor's records are subpoenaed pursuant to Section 36a-43 of the Connecticut General Statutes, 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 Three 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.

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

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. Health Insurance Portability and Accountability Act.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in 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.
- (b) 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

- (c) The Client OSC is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the OSC, as that term is defined in 45 C.F.R. § 160.103; &
- (e) The Contractor and the Client OSC agree to the following in order to secure compliance with 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. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).

(f) Definitions

“Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.

“Business Associate” shall mean the Contractor.

“Covered Entity” shall mean the Client OSC.

“Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

- (5) “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)).
- (6) “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).
- (7) “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.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as 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.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “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.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (7) 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
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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.

- (8) 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.
- (9) 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.
- (10) 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.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) 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.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) 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.
- (14) 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 Days of the request.

- (15) 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
- (16) Obligations in the Event of a Breach.
- (A) 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 protected health information, 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.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 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 protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
- 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.
- A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
- The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
- 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.
- Whether a law enforcement official has advised the Business Associate, either verbally or in writing,
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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, contact information for said official.

- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) 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 20 business days of the Business Associate’s notification to the Covered Entity.
- (E) 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, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) 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 website 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 Business Associate.
- (G) 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.
- (h) Permitted Uses and Disclosure by Business Associate.
 - (1) 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.
 - (2) Specific Use and Disclosure Provisions
 - (A) 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.
 - (B) 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.

(C) 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).

(i) Obligations of Covered Entity.

(1) 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.

(2) 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.

(3) 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.

(j) 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.

(k) Term and Termination.

(1) 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 (g)(10) 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.

(2) Termination for Cause Upon Covered Entity’s knowledge of a material Breach by Business Associate, Covered Entity shall either:

(A) 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 in accordance with Section 11 of the Contract; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this

Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (k)(2) 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 (g)(10) of this Section of the Contract to the Covered Entity within ten 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.

(B) 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.

(1) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.

(2) 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 HIPAA, the HITECH Act and the HIPAA Standards (all as amended).

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) 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.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended)

(6) 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.

- (7) 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, the HIPAA Standards, or the HITECH Act (all as amended), 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.

E. Nondiscrimination and Affirmative Action Provisions.

- (a) For purposes of this Section, the following terms are defined as follows:
- a. "Commission" means the Commission on Human Rights and Opportunities;
 - b. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - d. "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;
 - e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - f. "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;

- g. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. "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;
- i. "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
- j. "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 OSC 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 OSC 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 here:

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 OSC 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.

F. Freedom of Information & Disclosure of Records.

1. Contractor acknowledges that the OSC 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 OSC 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 OSC 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.

4. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public OSC and a person for the performance of a governmental function shall (a) provide that the public OSC is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public OSC pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public OSC in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

G. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. 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 OSC or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent 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 (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions 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 and Other Enactments.

1. 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 OSC's authority to require compliance with the Enactments.
2. 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.

3. 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 Agreement expressly acknowledges receipt of 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

Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

1. Each Contractor or Contractor Party shall develop, 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 Department 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.
2. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. 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. 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. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

3. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such 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. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

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 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 OSC or quasi- public OSC 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 OSC, who has supervisory or appointing authority over such State OSC or quasi-public OSC;
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.

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

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 OSC 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.

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 OSC or quasi-public OSC 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

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 _____
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