Request for Proposal (RFP) CSCU-2110

INFORMATION TECHNOLOGY HELP DESK (“IT HELP DESK”)

Proposal Due date: June 18, 2021 by 2:00 PM EST

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I. Statement of Objectives

The Connecticut State Colleges and Universities (“CSCU”) seeks proposals from experienced and qualified organizations to provide IT Help Desk Support Services ("the Services") in accordance with the Scope of Work specified in this Request for Proposal (RFP). CSCU desires to partner with a company to provide telephone, chat and e-mail support services to handle calls for Student and Faculty/Staff IT Support Services for all institutions listed in Section II below. The Services are required to provide support for anyone requesting assistance (i.e., students, faculty, staff). CSCU is looking for a tiered business model that will include clear escalation policies, knowledge management, service level agreements, data analytics, metrics and extended hours of support.

Project timeline calls for contract to be awarded from this RFP in August 2021, with an ensuing implementation period commencing no later than April 1, 2022, toward IT Help Desk services becoming fully operational for July 2022.

II. Background

In 2011, Public Acts 11-48 and 11-61 instituted consolidated governance of Connecticut higher education, creating the Connecticut State College and University system. The Board of Regents for Higher Education (BOR) serves as the governing body for the Connecticut State University System, the regional community-technical college system, and Charter Oak State College. The specific powers and duties of the Board, prescribed in Title 10a of the Connecticut General Statutes, are further delineated in policies adopted by the BOR from time to time. CSCU System Office (SO) supports the seventeen colleges and universities.

Institutions. Collectively, the Connecticut State Colleges and Universities maintain distinct mission statements to serve their constituents while collectively working to achieve a system-wide vision and mission. The current college and university enrollment approximates 75,000 students. For purposes of this RFP, the terms “college” and “institution” are synonymous and used singularly or collectively. CSCU institutions are located throughout the State of Connecticut and are as follows:

- CSCU System Office
- Asnuntuck Community College
- Capital Community College
- Central Connecticut State University
- Charter Oak State College
- Eastern Connecticut State University
- Gateway Community College
- Housatonic Community College
- Manchester Community College
- Middlesex Community College
- Naugatuck Valley Community College
- Northwestern CT Community College
- Norwalk Community College
- Quinebaug Valley Community College
- Southern Connecticut State University
- Three Rivers Community College
- Tunxis Community College
- Western Connecticut State University

For more information, visit the CSCU website [http://www.ct.edu/](http://www.ct.edu/)
III. **Scope of Services**

CSCU operations require a high level of customer service support in IT Support Services. The types of IT Help Desk support services required of the successful offering firm include telephone, email and chat coverage. The Services support CSCU Faculty, Staff, and Students (collectively “Customer”).

**NOTE:** Separately, and **outside of the** scope of services for the award from this RFP CSCU-2110, there exists a Call Center that handles functional support for Student Services (e.g., Admissions; Advisement; Financial Aid; Bursars Office and/or Registrar, Referral Services, and general Institution information) for the 12 Community Colleges only.

1. **Key Project Deliverables**

Key project deliverables for the implementation and operation of an effective IT Help Desk to support the functional areas identified in this Request for Proposal are those identified in this Section III - Scope of Work. The successful proposer will be the one that most ably demonstrates the ability to:

(a) meet all due dates and comply with the terms and conditions of this RFP,

(b) handle the indicated call volumes (peak and annual) while meeting/exceeding the minimum service standards,

(c) effectively interface with all necessary Institution technology platforms, and

(d) appropriately address the topics, issues and concerns identified by the various functional areas.

2. **Description of IT Help Desk Support Services**

All 17 CSCU institutions are to be served by the IT Help Desk. Each participating CSCU institution will forward incoming IT Support calls to the selected support Vendor; however, each institution will determine how they handle call forwarding to the selected support Vendor. The Vendor should have three or more years of comprehensive experience providing high quality customer service to Education institutions, preferably Higher Education, and comparable in size to CSCU.

A. **Call Center Services Expectations of the IT Help Desk**

**Inbound Call Center requirements:**

1. Perform Tier 1 and some Tier 2 (as agreed upon) IT Support Services for all support requests to CSCU Institutions. An assigned ‘service manager’ will be staffed and available 24/7 to all participating CSCU Institutions. The service manager will provide feedback (coaching, questions, concerns, etc.) to each respective CSCU institution within 24 hours acknowledge time and 3 Business Days resolution time. Participate in cross training vendor and all participating CSCU institutions’ applications. Vendor will provide Training to CSCU institutions on all applicable Vendor systems (reporting, ticketing system, et al) upon requests.

2. Ticketing of all incoming support requests within the CSCU ticketing system via telephone call, email, live chat, and/or other media.

   a. Ticketing – Describe the ticketing system that you provide as part of your solution, including its integration with each institution’s email system.

   b. Telephone – Integrate with Institution’s telephone system(s)

   c. Email – Integrate with Institution’s email system(s)

   d. Chat – Describe the chat system that you provide as part of your solution. Identify how your solution can also integrate with other chat platforms (e.g., LiveChat).

   e. Other Media – Describe how your solution supports text messaging, social media, and/or any other communication channels.

3. All callers will be authenticated prior to the conversation being completed, so as to comply with
CSCU policies and Institutional practices.

4. Escalation and management of complex issues through the ticketing environment, the escalation process will be outlined.

5. Vendor will follow up with the Customer (via phone and/or email) until there is a satisfactory resolution.

6. Vendor will escalate tickets to the appropriate CSCU Institution(s) within one (1) business day if the participating CSCU Institution has not responded to the ticket confirming that the issue has been resolved. (Note: one business day is based on the hours of operation of the institution).

7. Development of a (internal) Knowledge Base (KB) upon request of each CSCU Institutions, housed within the ticketing environment / Help Desk Public Website / Self Help Portal / KB. Regular requested postings will be made within two (2) business days, urgent/emergency requested postings will be made within one (1) hour. The KB/Help Desk website will contain at minimum:
   a. Emergency postings
   b. Support articles
   c. General Help Desk contents
   d. Hosts documents, videos, web content
   e. Hosts downloadable files (e.g., Pkg and .exe)
   f. Ability to self-update web content
   g. Self Service password reset options for users
   h. Ability for users to view their case status
   i. System and content must be compliant with applicable CSCU Digital Accessibility policies

8. Regularly scheduled meetings (Weekly to Monthly cadence scheduled at each CSCU Institution’s discretion) and quality checks by Vendor’s account support staff with department Directors or assigned staff members.

9. Monthly individual CSCU Institution ticket reports to track call volume, identify call trends and pinpoint areas for improvement. Report requirements include but are not limited to:
   a. Scheduled Automatic Monthly
   b. Scheduled Automatic Weekly
   c. Ability to request specific scheduled Automatic reports
   d. Customizable reporting
   e. Ad-hoc reporting
   f. Tickets and Telephony reports
   g. Dashboards
   h. KPI/SLA management

10. Caller wait time indicator

11. Option for users to initiate a call back via a web form

12. Describe how Vendor deals with inbound calls

Outbound Calls requirements:
1. Vendor will follow up with Customer until there is a satisfactory resolution
2. Place outbound calls from a phone line that is branded “CSCU Help Desk” (and preferably also by respective Institution name)
3. Create and retain documentation of all outbound calls within the CSCU institutions’ ticketing systems, such as ServiceNow.
4. Develop a script through KB with campus staff.
5. During institutional posted operating hours, all Classroom/Lab call support that cannot be resolved on First Call Resolution needs to be a warm transfer upon request of CSCU Institution.
Data Collection:
Real time data will be available at the detail and summary level from the phone system and ticketing system. Reports will be generated at Institution and System level. Typical summary reports by hour, day, week, month, and year will include:

Typical summary reports will include:

1. Number of inquiries for a period of time and source of the inquiry
2. Number of outbound contacts for a period of time
3. Number of escalations to the institution for a period of time
4. Number of abandoned calls
5. Average talk time
6. Average response time
7. Average handle time
8. Average hold time (as a separate metric from Average Handle Time)
9. Additionally, ad-hoc report requests by respective CSCU Institutions may be requested.

Each CSCU Institution may request, but are not limited to, the following reports:

1. Scheduled Automatic Monthly reports
2. Scheduled Automatic Weekly reports
3. Ability to request specific scheduled Automatic reports
4. Customizable reporting
5. Ad-hoc reporting
6. Tickets and Telephony reports
7. Ability to create Dashboards (or created by the Vendor based on Institution specifications)

Describe the manner in which you provide the following reports to measure service quality:

1. Phone IVR hosting
2. Customizable IVR
3. IVR password Reset
4. Call routing
5. Message hosting
6. Emergency messaging

7. 24/7 support
8. After Call Survey
9. Blended Queue (All schools utilize the support request limit)
10. Ability to ramp up support when volume is expected to increase
11. Tech priority assignments to receive calls
12. Other service level reporting which your solution can provide to the institution

B. Support Services Definition
The following standard tier definitions will apply to the services provided:

Tier Definition

Tier 1 support consists of any Inbound calls or support requests defined as (but not limited) "How To"/"Frequently Asked Questions" and can usually be found on each CSCU Institution’s website or through knowledge of institutional processes. In Tier 1 requests, follow up with ticket submitters is expected via phone and/or email as appropriate, such as in outage updates.

Tier 2 support consists of internal escalation (when appropriate) prior to transferring the support ticket to the respective CSCU institution(s) for resolution.
Escalation
1. IT Support Center will serve as Tier 1 and Tier 2 for all inbound support requests. In the event that the issue cannot be resolved by Tier 1 or Tier 2, the service ticket will be escalated to the appropriate CSCU Institution(s).

C. Service Availability
Availability, operational reliability, and response times of the Services are to be delivered as specified below.

Normal Hours of Operation:
1. Services requested by CSCU Institutions are to be handled up to 7 days per week, 24 hours a day. This is the current norm. Each participating CSCU institution reserves the right to revise its specific parameters should its respective business needs so warrant.

Scheduled System Downtime:
1. The normal/scheduled maintenance will occur during agreed upon maintenance windows that take into account the academic calendars of the Institutions. Vendor will provide to the Institutions at least 30 days advance notice of each such maintenance window event.
2. If a security vulnerability is identified within the hardware, operating system, or software application, Contractor Vendor reserves the right to take immediate action to mitigate risk to student data. Actions may include unscheduled suspension of services to implement corrective measures such as an emergency patch/update. Vendor will provide as much advanced notice as possible.
3. Describe your procedures for mitigation against security data security breach, especially regarding PII/DCL3 data, and for remediation of such breach as might occur.
4. Describe your disaster recovery and business continuity plans.
5. Appropriate outage notification
   a. Planned – 30 Calendar Days (minimum)
   b. Unplanned – ASAP, notification to all participating CSCU Institutions within 10 minutes
   c. Detailed Postmortem report to all participating CSCU institutions within 3 Business Days
   Postmortem unplanned outage report’s structure to be proposed by Vendor
6. Dedicated Service Manager and Backup Point of Contact, appropriate notification of out of office
7. Service Outage ticketing system (Possibly outside of normal user ticketing system)

D. Key Performance Indicators
The following criteria will be used to measure the success expectations of the services provided:
1. 90% or higher First Call Resolution rate (answer callers’ questions without having to escalate)
2. 120 seconds or less Average Speed to Answer (ASA) for inbound calls and chats
3. 10% or less escalation to CSCU Institutions
4. 2% or lower Abandoned Call Rate.
5. 99.9% Call Center uptime.
6. 480 seconds Average Handle Time (AHT)
7. 98% or better Answer Rate

E. Historical Call Volume
The following is a summary estimate of the annual CSCU IT Help Desk call volume, averaging over the periods of 2018 to present. This is a best guess, realizing and adjusting for that the 2020 pandemic did skew a bit.
1. IT Help Desk call/contact volume: 45,000 - 50,000 inbound calls annually.
2. Peak call volume is heavier in the months of Mid-July, August, Mid-September, January, and May.
**F. Technical Requirements**

Systems which CSCU uses to support IT Support Services include (But not limited to) the following:

1. **LMS (Current LMS is BBL9, vendor should be able to provide support for other LMS CSCU may use).**
   a. LMS courses (trouble submitting assignments, taking tests, downloading content, checking grades, collaborating with class members, signing up for groups, etc.).
   b. Course Availability (missing courses)
   c. Assignments (uploading, accessing, downloading, reset attempts, missing assignments)
   d. Discussion Boards (missing discussion forum, copying and pasting, error messages, editing posts)
   e. Tests/Quizzes/Exams (missing, error messages, reset attempts)
   f. Grades/Gradebook (missing supposed grades, error messages, weighted columns)
   g. 3rd Party Tools (Kaltura, Respondus, Echo360, Turnitin, Pearson products, McGraw Hill, etc.)
   h. Course Menus (expanding/collapsing)
   i. Adaptive Release Criteria
   j. Other mission critical applications access

2. **Describe how you address and support the following miscellaneous technologies and services:**
   a. Ability to shadow calls
   b. Tech priority assignments to receive calls
   c. Multilingual support options
   d. Services requiring accommodation per Americans with Disabilities Act (ADA) compliance
   e. E-mail support, Networking (LAN & Wireless) and internet connectivity, Microsoft Office 365, Banner Self-Service, et al
   f. Login/Password reset, Software Installation, Network Issues, Desktop Support, Telephony troubleshooting
   g. General Information, Classroom/Lab Support, General desktop support, Browsers, and plug-ins
   h. Support of collaboration tools, including listing which ones you support. Such currently in use across institutions Teams, Collaborate, WebEx, and Zoom.

3. **Login and access support for Customers/users of applications and systems including Banner, Jenzabar, and other tools as variously described in this Section III.**

4. **Ticketing System**
   a. Index/search/report on users’ base on roll (i.e., faculty, staff, student workers, university/college assistants, etc.)
   b. Import WO (Work Order) from other ticketing systems into new system
   c. Ability to export ticketing system data via secured email (e.g., encrypted files/communications) or SFTP
   d. Knowledge Base w/ integration into Ticket System
   e. Provide appropriate Tech Accounts for each CSCU Institution
   f. Reporting (as previously specified)
   g. Ability to categorize different users and get notified of WO requests: VIP, chairs, deans, etc.
   h. Custom Queues/Views for each tech
   i. Keyword search
   j. Automatic email notification of updates to tech/users
   k. Automatic response for Case submissions
   l. Automatic survey on WO requests
   m. Reporting on survey
   n. Ability to provide knowledge articles to vendor techs
o. Call recording for quality assurance review. Calls must be stored for CSCU access for 90 days and then archived for 1 year. Preferred format for recording is .wav
p. Transcript of recordings
q. HIPAA, FERPA, and all other federal, state, and local compliance.
r. Accessibility compliance
s. Ability for CSCU Institutions staff to ‘coach’ Vendor techs/agents
t. Ability to assign multiple techs to one Work Order (WO)
u. Ability to add/remove/disable techs from ticketing system
v. Ability to override WO status (i.e., Close, resolved, etc.)
w. Automatic status updates/emails/closure due to inactivity base on preset time period

5. Advisor Desktop
   a. User Integration/indexing
   b. Password reset interface preferably through Azure AD integration
   c. User sync with Azure (preferred) and/or Active Directory
   d. Live User data import: (including, but not limited to Name, Preferred Name, ID, DOB, phone, username, email, department.

3. Additional Considerations:
The following topics, and issues have been generated in various areas affected by this RFP and should be addressed as an integral part of the Scope of Service. Proposals should speak to the items below clearly and succinctly:
1. Detailed implementation plan and timeframes; taking into account that, as stated in Section I of this RFP, the proposed IT Help Desk must be fully operational on July 1, 2022.
2. Provide a detailed training plan and timeline for all new hires.
3. Measures the vendor takes to ensure confidentiality and security in dealing with personal data in relation to FERPA, ADA, and other compliance considerations;
4. Support for ADA compliance, including any limitation
5. How the Vendor maintains its representatives’ level of training for the duration of the contract;
6. How a “knowledge base” will be maintained to ensure relevance and how utilization of knowledge base articles will be tracked; how representatives maintain/update knowledge base; details regarding CSCU access to the knowledgebase and/or written procedures;
7. How staffing will be managed during call volume peaks;
8. Detail plans for initial and ongoing training and development and how that training will be tracked;
9. Background checks which your IT Support Services employees undergo prior to hiring
10. IT Support Services staffing – do your sites or offerings include multiple locations or home-based staff?
11. Are international locations proposed;
12. Will software/hardware or licensing purchases be required;
13. What assessment tools are used to determine representative’s knowledge, as well as steps taken if knowledge is deficient;
14. Response to and remediation of underperforming representatives;
15. In addition to the above, please list and describe any other services that you may offer such as may be related and may enhance elements defined in the Statement of Work.
16. Does the vendor make use of a “secret shopper” program.
4. **Company Background and Financial Capability**

1. Provide the name and address of proposing company and the names of all the owners or principals of the company or corporation, the location and address of the office that will be serving CSCU, and the number of years proposer has been in business under this name. If a subsidiary of another entity, include the name of the parent entity.

2. Provide the name, title, telephone number, and e-mail address of the appropriate person to contact concerning the proposal.

3. References from a minimum of (3) clients of similar size and complexity currently under contract with your company shall be provided, and such references must indicate that high quality of services has been consistently performed. At least one client in the reference needs to be a customer for at least 3 years. Provide the length of time at each account, and the name, title, address, telephone number, and e-mail address of contact person for each.

4. Provide detailed reports from 3 clients data from pre covid and post covid.

5. Provide a history of contracts entered into with all colleges and universities over the last three (3) years

6. History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.

7. Demonstration of ability to comply with State of Connecticut contracting statutes and regulations, and the provisions of Attachment I.

8. History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

9. Provide other such information as the proposer deems pertinent for consideration by CSCU. Please note that supplementary information may be requested by CSCU to assure that the proposer’s competence, business organization, and financial resources are adequate to successfully perform the specified service.

5. **Proposal Requirements**

1. Each proposal must include a table of contents with page numbers for each required component of the proposal, with sufficient detail to facilitate easy reference to all requested information. Proposer’s information should be prepared simply and economically, providing a straightforward, concise description of how each requirement will be met. Emphasis should be on completeness and clarity of content.

2. Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. CSCU reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

3. Complete each of the forms found in Attachment A through G.

4. **PROPOSERS MUST CERTIFY THAT PROPOSAL PRICING WILL REMAIN VALID FOR A MINIMUM PERIOD OF 180 DAYS FROM THE PROPOSAL DUE DATE**
IV. Evaluation of Proposals

Evaluation

The award of an Agreement to furnish services will be based upon a comprehensive review and analysis of proposals by an RFP committee, and negotiation of the proposal which best meets the needs of the CSCU. The determination for the recommendation for selection will be based on a points-earned matrix derived from a technical and financial evaluation.

Award will be made to the proposal offering the best value as determined by CSCU. By submitting a proposal in response to this RFP, a proposing party concurs with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. The award will be contingent upon the successful negotiation of specific terms and conditions to be included in the resulting contract.

Criteria

Each proposal will be evaluated based on the following criteria:

1. The offering firm’s ability to meet or exceed service level expectations, technical support requirements and functional area concerns as detailed in Section III - “Scope of Services” portion of the proposal;
2. The offering firm’s total financial proposal as detailed in “Attachment A – part II – Fee Schedule” and appropriate supporting financial documentation;
3. The offering firm’s experience, background and financial stability as detailed in Section III – subsections 4 and 5 of the proposal; and
4. The offering firm’s detailed implementation plan and timetable (see Section III, subsection 3.1), experience with projects of similar type and magnitude, and familiarity with education or higher education institutions as detailed in Section III of the proposal.

The order in which the above selection criteria are listed is not indicative of their relative importance.

Proposer(s) chosen for award resulting from this RFP must be willing to enter into a contract with CSCU under the terms and conditions appearing in Attachment I, without exception, as well as modifications and additions the CSCU deems necessary prior to execution.

V. Time Line of RFP & Project, and Instructions for Submission of Proposals

1. Submission of Questions

All questions or requests for clarification must be in writing and submitted to Dr. Steve Gorman, IT Contracts & Compliance Officer, at gormans@ct.edu with a copy to Douglas Ginsberg, Associate for Contract Compliance and Procurement, at ginsbergd@ct.edu. Include the RFP number and title in the subject line. Deadline for submission of questions is June 3, 2021 by 2:00 pm Eastern Time. No telephone or verbal questions will be answered or entertained. All questions will be answered as an addendum to this RFP only. Questions, with answers, will be posted on the Connecticut State Colleges and Universities website, www.ct.edu/about/rfp on or before June 7, 2021. It is the responsibility of proposers to visit the website to retrieve the questions and answers. Proposers should visit this website frequently prior to the due date for possible addenda in addition to questions and answers.

2. Instructions for Submission of Proposals

Submit your signed proposal via email to Dr. Steve Gorman at gormans@ct.edu with copy to Douglas Ginsberg at ginsbergd@ct.edu. Include the RFP number (CSCU-2110) and the title “IT HELP DESK” in subject line of email. “CSCU-2110 – IT Help Desk” to allow for proper identification. Note: an attachment cannot be over 25MB. If needed, please send zip files or separate e-mails.
PROPOSALS MUST BE RECEIVED ELECTRONICALLY BY THE CSCU CONTRACT COMPLIANCE AND PROCUREMENT OFFICE NO LATER THAN JUNE 18, 2021, by 2:00 pm Eastern Time.

Any proposal received after the stated date and time will be rejected. CSCU is not responsible for delivery delays or errors by any type of delivery method or carrier, including and not limited to electronic delivery.

A public proposal opening will take place on June 18, 2021, 2:15 pm ET. At that time, a representative of the Contract Compliance and Procurement Office will announce publicly the names of those firms submitting proposals. To attend this meeting, please join this WebEx session by calling 650-479-3208, meeting # (access code) 1208428289. If there are any technical difficulties with the WebEx call, the names of the proposers will be listed in the www.ct.edu/finance#bids website. There will be no discussion of any proposal submitted and no other public disclosure will be made until after the full execution of a contract. Attendance at this proposal opening is not mandatory.

Each proposal must include a table of contents with page numbers for each required component of the proposal, and in sufficient detail to facilitate easy reference to all requested information. Proposer’s information should be prepared simply and economically, providing a straightforward, concise description of how each requirement will be met. Emphasis should be on completeness and clarity of content. Do not include elaborate marketing materials.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as noncompliant. CSCU reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

3. Contract Award and Project/Program Deployment

Project timeline calls for contract to be awarded from this RFP in August 2021, with an ensuing implementation period toward IT Help Desk services becoming fully operational for July 2022.

VI. Conditions

1. Restriction on Communications

All communications concerning this solicitation are to be in writing and directed to: Dr. Steve Gorman, gormans@ct.edu, (860)723-0110. Proposers are not permitted to communicate with the Institutions faculty and / or staff regarding this solicitation during the period between Request for Proposal issue date and the announcement of award(s), except during any interviews or demonstrations requested by CSCU.

2. Insurance

A Certificate of Insurance (“Certificate”), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to the System prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of $1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker’s Compensation and Employer’s Liability is required and must meet statutory coverage requirements prescribed by the Worker’s Compensation statutes of the State of Connecticut. The Employer’s Liability coverage must
provide minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the System and the State of Connecticut. The vendor shall assume liability for any and all deductibles in any and all insurance policies. Vendor warrants that he/she will maintain in force all insurance coverage cited in this section while providing services to the System.

3. **Costs for Proposal Preparation**
   Proposer shall bear any and all costs incurred in responding to this RFP.

4. **Disqualification of Proposals**
   CSCU reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

   Proposer may be disqualified and the proposal automatically rejected for any one or more of the following reasons:
   A. The proposal shows noncompliance with applicable law.
   B. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
   C. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
   D. The Contractor is debarred or suspended.
   E. The Contractor is in default of any prior contract or for misrepresentation.

5. **Rights Reserved**
   CSCU reserves the right to award in whole or in part, to contract with one or more proposers, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CSCU will be served. Should CSCU determine that only one Proposer is fully qualified, or that one Proposer is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

6. **Compliance with State and Federal Laws and CSCU Policies**
   Any contract awarded as a result of this RFP shall be in full compliance with the statutes and regulations of the State of Connecticut and include the Contract Provisions required by the State (which may include, but not be limited to the provisions found in Attachment I). Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.

   Under no circumstances will CSCU enter into a contract which requires CSCU or the State to agree to indemnify another party, or agree to binding arbitration.

   The successful proposer shall comply with all applicable CSCU Policies including the Ethical Conduct Policy, which may be found by visiting: www.ct.edu/hr/policies. The successful proposer shall also comply with all federal and state statutes and regulations including, but not limited to, Gramm-Leach-Bliley Act (“GLBA”) and the Family Educational Rights and Privacy Act (“FERPA”) in the protection of all data where and as applicable.

7. **Inspection of Proposals and Confidential Information**
   CSCU treats Proposals as confidential until after a contract is finalized. At that time, they become subject to disclosure under the Freedom of Information Act. CSCU is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-
Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt form release pursuant to FOIA. Firms should not require that their entire proposal, note the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. CSCU 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 contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CSCU have any liability for the disclosure of any documents or information in its possession which the CSCU believes are required to be disclosed pursuant to FOIA or other requirements of law.

8. **Contract Invalidation**
   If any provision of the contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

9. **Fees**
   All fee and cost structures quoted herein shall remain firm for the entire contract term, unless mutually agreed by all parties via written contract amendment.

10. **RFP Terms and Conditions**
    The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The contract will be, in form and substance, consistent with applicable CSCU policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such contract. The failure of any proposer to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, when applicable, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of intent to incorporate such terms and conditions into a contract.

11. **Supplemental Information**
    As part of the review, CSCU may request a proposer to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal. Proposers may be required to provide a written response within three (3) business days of receipt of any request for clarification by CSCU. CSCU reserves the right to correct inaccurate awards resulting from clerical errors.

12. **Meetings with Proposers**
    At its discretion, CSCU may convene meetings with one or more proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If CSCU decides meetings are warranted, CSCU will contact proposers to make an appointment. The RFP Committee may, at its option, elect to “short-list” the number of proposers brought in for meetings based on the evaluation criteria included in this RFP. Please note that any costs incurred to meet the requirements of this RFP shall be borne by the proposer.
13. **Miscellaneous**

A. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award will be made to the responsible proposer who is determined to be the most advantageous to CSCU. Cost, although an important consideration, will not be the sole determining factor.

B. Proposer warrants that: proposer did not participate in the RFP development process, did not have knowledge of the contents of this RFP prior to its issuance, that its proposal was not made in connection with any competing proposer submitting a separate response to this RFP, and that the proposal is submitted without collusion or fraud of any kind.

C. Any alleged oral agreement or arrangement made by a proposer with any agency or employee will be superseded by the written agreement.

D. Proposers may withdraw their proposals at any time prior to the time and date set for opening.

E. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the CSCU may be required at the proposer’s expense.

F. All proposals submitted in response to this RFP become the property of the State of Connecticut, and are subject to the provisions of section 1-210 of the Connecticut General Statutes (Freedom of Information). See Section VI.8.

G. Any and all prices quoted in a proposal shall be valid for a period of 120 days from the due date of the Proposal.

H. Any subsequent contract(s) arising from this RFP may be extended to other constituent units of higher education. The use of this award is voluntary and is contingent upon acceptance by the contractor.

I. Any contract awarded is subject to contract compliance requirements mandated by Section 4a-60 and 46a-68 of the Connecticut General Statutes.

J. For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 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 Election 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. See Attachment H.

K. Any contract awarded shall be subject to Executive Orders of the Governor, State of Connecticut:

- Executive Order No. 3 regarding nondiscrimination promulgated June 16, 1971, and to the guidelines and rules of the State Labor Commissioner implementing said Executive Order;
- Executive Order No. 17, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service;
- Executive Order No. 16, promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy;
• Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it.

• Said Executive Orders are incorporated herein and made a part of this RFP, as though fully set forth herein.
CONTRACT PROPOSAL  Please read carefully

Connecticut State Colleges & Universities
61 Woodland Street – Attn: Finance Department
Hartford, CT 06105

<table>
<thead>
<tr>
<th>RFP NUMBER</th>
<th>DATE OF OPENING</th>
<th>TIME OF OPENING</th>
<th>AMOUNT OF SURETY (if required)</th>
<th>DATE ISSUED</th>
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<tbody>
<tr>
<td>CSCU-2110</td>
<td>June 18, 2021</td>
<td>2:15 P.M. E.S.T.</td>
<td>None</td>
<td>May 24, 2021</td>
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COMMODITY CLASS/SUBCLASS AND DESCRIPTION
IT Help Desk

PRE-PROPOSAL SITE VISIT:
N/A

CONTACT:  Dr. Steve Gorman  
E-MAIL:  gormans@ct.edu

FOR:  Connecticut State Colleges and Universities  
CONTRACT PERIOD:  To be determined

REQUEST FOR PROPOSAL
Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended.
SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of the Connecticut State Colleges & Universities, for furnishing the services herein listed.

AFFIRMATION OF PROPOSER
The undersigned affirms and declares:
1. That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this proposal be accepted in writing by CSCU within one hundred twenty (120) calendar days from the date of opening unless an earlier date for acceptance is specified in proposal schedule, said proposer will furnish and deliver the commodities and / or services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer’s acceptance.

PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to the state agency or state agencies named in the proposal at the prices proposed therein.

SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL

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<tr>
<th>TYPE OR PRINT NAME OF INDIVIDUAL</th>
<th>DOING BUSINESS AS (Trade Name)</th>
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<tr>
<td>BUSINESS ADDRESS</td>
<td>STREET</td>
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</table>

WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL
SOCIAL SECURITY NUMBER
DATE EXECUTED

TYPEWRITTEN NAME
TELEPHONE NUMBER

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<th>NAME (Type or print names of all partners )</th>
<th>TITLE</th>
<th>NAME</th>
<th>TITLE</th>
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| DOING BUSINESS AS (Trade Name) | BUSINESS ADDRESS | STREET | CITY | STATE | ZIP |
|-------------------------------|-----------------|-------|------|-------|

WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL
F.E.I. NUMBER
DATE EXECUTED

TYPEWRITTEN NAME
TELEPHONE NUMBER
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<tr>
<th>SIGNATURE WHEN PROPOSER IS A CORPORATION</th>
<th>FULL NAME OF CORPORATION</th>
<th>INCORPORATED IN WHAT STATE</th>
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<td>BUSINESS ADDRESS</td>
<td>STREET</td>
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<td>PRESIDENT</td>
<td>SECRETARY</td>
<td>TREASURER</td>
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<td>WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION</td>
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<td>FOR ALL PROPOSERS</td>
<td>NAME AND TITLE OF INDIVIDUAL TO CONTACT CONCERNING THE PROPOSAL</td>
<td>E-MAIL</td>
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Fee Schedule

Note: All costs are included in the fees for services proposed, and there will be no additional expenses billed to CSCU for any reason.

(To be developed from the successful offeror's proposal)

Offering firms should provide their schedule of costs which should include, but not be limited to, the following:

- Project implementation (including planning and service design, training, etc).
- Ongoing Tier 1 IT Help Desk Support. Cost formula may be based on per-call, per-minute, or other basis justified by proposer in this proposal).
- Additional costs such as software licensing, maintenance, subscriptions, services (e.g., ADA/Spanish-speaking accommodation), etc.

Sufficient additional detail should be provided for the evaluation committee to clearly identify sources of all costs and expenses.

Any costs for expenses not clearly identified as part of the proposal will not be considered at a later date.

Prospective providers should provide complete costing for the IT Help Desk support services proposed. Optional costs should be clearly identified as such separately.

All costs must be detailed on a table, provided by the proposer, on this Attachment A. For each cost line item, the amount to be charged in each fiscal year (i.e., 1.July - 30.June) during at least the initial term of the agreement needs to be broken out. The initial term of the agreement may be for three to five years, with optional extensions after the initial term to an estimated contract life of ten years.
STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy’s Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:

Initial Certification

12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) “Contract” means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, “Execution Date” means the date the Contract is fully executed by, and becomes effective between, the parties;
3) if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
4) “Contractor” means the person, firm or corporation named as the contactor below;
5) “Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
6) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
7) “Principals or Key Personnel” means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.
CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that all lawful campaign contributions that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

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<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
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Lawful Campaign Contributions to Candidates for Statewide Public Office:

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Lawful Campaign Contributions to Candidates for the General Assembly:

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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name ____________________________  Printed Name of Authorized Official ____________________________

Signature of Authorized Official ____________________________

Subscribed and acknowledged before me this _____ day of ________________, 20___.

______________________________
Commissioner of the Superior Court (or Notary Public)

My Commission Expires ____________________________
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the proposer or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the proposer or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the proposer or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the proposer or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

__________________________________________
Consultant’s Name and Title

__________________________________________
Name of Firm (if applicable)

__________________
Start Date

__________________
End Date

__________________
Cost

Description of Services Provided: ____________________________________________________________

______________________________________________________________________________________

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

If YES: __________________________________________
Name of Former State Agency

__________________________________________
Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____________________________________________________
Printed Name of Proposer or Contractor

__________________
Signature of Principal or Key Personnel

_________ Date

Printed Name (of above)

__________________________________________
Awarding State Agency

Sworn and subscribed before me on this _______ day of ____________, 20___.

___________________________________
Commissioner of the Superior Court or Notary Public

Attachment C
OPM Ethics Form 6

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

____________________________________________
Signature
____________________________________________
Date

____________________________________________
Printed Name
____________________________________________
Title

____________________________________________
Firm or Corporation (if applicable)

____________________________________________
Street Address
____________________________________________
City
State
Zip

____________________________________________
Awarding State Agency
STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: ________________

INSTRUCTIONS:

CHECK ONE:  □ Initial Certification.
□ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a “foreign corporation” is one that is organized and incorporated outside the United States of America.

Check applicable box:

□ Respondent’s principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid (“ITB”), Request for Proposal (“RFP”) or contract package if there was no bid process.

□ Respondent’s principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.
1) “Large state contract” has the same meaning as defined in section 4–250 of the Connecticut General Statutes;
2) “Respondent” means the person whose name is set forth at the beginning of this form; and
3) “State agency” and “quasi-public agency” have the same meanings as provided in section 1–79 of the Connecticut General Statutes.

C. Certification requirements.
No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

□ Respondent has made no direct investments 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.

□ Respondent has either made direct investments 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_________________________________________
Signature of Authorized Official

Subscribed and acknowledged before me this ______ day of __________________, 20__.

_________________________________________
Commissioner of the Superior Court (or Notary Public)

My Commission Expires
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION—Affidavit

By Entity
For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate he obligations of

an oath. I am __________________________ of __________________________ an entity

Signatory’s Title Name of Entity

duly formed and existing under the laws of __________________________

Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

And that __________________________ Name of Entity __________________________ Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

________________________________________

Authorized Signatory

________________________________________

Printed Name

Sworn and subscribed to before me on this ______ day of ____________, 20____.

________________________________________

Commissioner of the Superior Court/ Commission Expiration Date Notary Public
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 “aggressively solicit the participation of legitimate minority business enterprises as proposers, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . . “An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the proposer’s qualifications under the contract compliance requirements:

(a) the proposer’s success in implementing an affirmative action plan;
(b) the proposer’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the proposer’s promise to develop and implement a successful affirmative action plan;
(d) the proposer’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the proposer’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following PROPOSER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the proposer’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g.
**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and off bearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.
White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.
Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines, and Samoa.
American Indian or Alaskan Native - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

### PROPOSER CONTRACT COMPLIANCE MONITORING REPORT

#### PART I - Proposer Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Street Address</th>
<th>City &amp; State</th>
<th>Chief Executive</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Major Business Activity</th>
<th>Proposer Federal Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>(brief description)</td>
<td>Identification Number</td>
</tr>
<tr>
<td></td>
<td>Or</td>
</tr>
<tr>
<td></td>
<td>Social Security Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposer Parent Company</th>
<th>Proposer Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If any)</td>
<td>(response optional/definitions on page 1)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Locations in Ct.</th>
<th>Proposer is a small contractor</th>
<th>Proposer is a minority business enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If any)</td>
<td>Yes ___ No ___</td>
<td>Yes ___ No ___ (If yes, check ownership category)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Black Hispanic</th>
<th>Asian American</th>
<th>American Indian / Alaskan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native ______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Iberian Peninsula</td>
<td>Individual(s) with a Physical Disability</td>
<td>Female ______</td>
</tr>
</tbody>
</table>

| Proposer is certified as above by State of CT | Yes ___ No ___ |

#### PART II - Proposer Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?  
   Yes ___ No ___

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?  
   Yes ___ No ___

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy?  
   Yes ___ No ___

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?  
   Yes ___ No ___

5. Do you notify the Ct. State Employment Service of all employment openings with your company?  
   Yes ___ No ___

6. Does your company have a collective bargaining agreement with workers?  
   Yes ___ No ___

6a. If yes, do the collective bargaining agreements contain ___________________________

7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.?  
   Yes ___ No ___

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?  
   Yes ___ No ___

9. Does your company have a mandatory retirement age for all employees?  
   Yes ___ No ___

10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors?  
    Yes ___ No ___ NA ___

11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?  
    Yes ___ No ___ NA ___

12. Does your company have a written affirmative action Plan?  
    Yes ___ No ___

If no, please explain.
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-discrimination clauses covering all workers?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Is there a person in your company who is responsible for equal employment opportunity?</td>
<td></td>
<td></td>
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<tr>
<td>If yes, give name and phone number.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Will the work of this contract include subcontractors or suppliers?  Yes _____ No _____

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?  Yes _____ No _____

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
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<tr>
<td>Management</td>
<td></td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<tr>
<td>Marketing &amp; Sales</td>
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<tr>
<td>Legal Occupations</td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
<td></td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<td></td>
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</tr>
<tr>
<td>Production Occupations</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS ABOVE</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Total One Year Ago</td>
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</tr>
</tbody>
</table>

FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices
Trainees

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)
### PART V - Proposer Hiring and Recruitment Practices

1. **Which of the following recruitment sources are used by you?**
   (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schools and Colleges</td>
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<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
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<tr>
<td>Walk Ins</td>
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<td></td>
<td></td>
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<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Check (X) any of the below listed requirements that you use as a hiring qualification (X)**

- Work Experience
- Ability to Speak or Write English
- High School Diploma
- College Degree
- Union Membership
- Personal Recommendation
- Height or Weight
- Car Ownership
- Arrest Record
- Wage Garnishments

3. **Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination**

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this PROPOSER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

| (Signature) | (Title) | (Date Signed) | (Telephone) |
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italized words are defined below).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor’s or prospective state contractor’s employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.
“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public works, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as a committee member, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this
STATE OF CONNECTICUT GENERAL CONTRACT PROVISIONS

1. **Statutory Authority.** C.G.S. §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.

2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

3. **Indemnification and Insurance:**
   - (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of 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.
   - (b) 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.
   - (c) 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.
   - (d) 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.
   - (e) 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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
   - (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this 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 this contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **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.

6. **Termination.**
6.1 Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution 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.

6.2 Notwithstanding any provisions in this contract, the Institution, 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 following breach provision:

Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours’ prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.

6.3 The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, 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 Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution not later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution 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.

6.4 Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution 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.

6.5 The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, 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. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution 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 Institution may request.

6.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution 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.

6.7 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.

6.8 Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.

7. Entire Agreement and Amendment. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

8. Nondiscrimination. (a) For purposes of this Section, the following terms are defined as follows:
   (1) “Commission” means the Commission on Human Rights and Opportunities;
   (2) “Contract” and “contract” include any extension or modification of the Contract or contract;
   (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
The Contractor shall include the provisions of subsection (6) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation to a minority business enterprise as subcontractor and supplier of materials on such public work or quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall agree to comply with each provision of this Section and C.G.S. §§ 46a-67a, 46a-68e, 46a-68f and 46a-86; and the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and to make good faith efforts to comply with such requirements;
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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.

9. **Executive Orders.** 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

10. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

11. **Campaign Contribution Restrictions.** For all state contracts as defined in C.G.S.§ 9-612(g)(2), as amended by Public Act 10-1 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 Election 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.

12. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.

13. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through
no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

14. Family Educational Rights and Privacy Act (FERPA). In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

15. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

16. Whistleblower. 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 agency 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 percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the 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.

17. Disclosure of Records. 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 agency and a person for the performance of a governmental function shall (a) provide that the public agency 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 the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency 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.

18. Audit Requirements for State Grants. For purposes of this clause, the word “Contractor” shall be read to mean “nonstate entity,” as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution 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.

19. Audit Requirements for Federal Grants. For U.S. based, non-profit Contractors expending $500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors’ reports which cover the period of performance of this contract. Contractor will provide a copy of its response to auditors’ reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours. For U.S. based, non-profit Contractors expending less than $500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

20. Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
21. Contractor’s Standards of Conduct.

(a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution’s community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

i. Use or possession of drugs or alcohol;
ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
iii. Smoking in buildings;
iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
vi. Unauthorized use of Institution vehicles, equipment or property;
vii. Use of University telephones for personal business;
viii. Removal or theft of University property;
ix. Unauthorized duplication or possession of University keys;
x. Transfer of personal identification card or of parking pass to unauthorized personnel;
xii. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
xii. Interference with the work of other employees;
xiii. Work attire other than the specified uniform; and
xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Section 7.20 (Professional Standards) and 7.21(a) above. The Institution may at its discretion recommend discharge of any employee of the Contractor found to be in violation of the standards listed above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution’s community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.
Contractor warrants that the services shall be performed:

For purposes of this Section, the following terms are defined:

- “CSCU Confidential Personal Information” (CSCU PII/DCL3) shall mean any nonpublic information such as may be governed by FERPA or other federal law; including and not limited to “Personally Identifiable Information” (PII) or “Data Classification Level 3” (DCL3) data which is defined as any name, number or other information which 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, 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 biometric data such as fingerprint, voice print, retina or iris image, or other physical representation. Such CSCU PII/DCL3 data shall not include (i) 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, (ii) information that CSCU regularly discloses to third parties without restriction on disclosure; or (iii) information that the Contractor obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

- “CSCU PII/DCL3 Breach” shall mean, generally, an instance where an unauthorized person or entity accesses the CSCU PII/DCL3 information in any manner, including but not limited to the following occurrences: (1) and CSCU PII/DCL3 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 CSCU PII/DCL3 that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected CSCU PII/DCL3 together with the confidential process of key that is capable of compromising the integrity of the CSCU PII/DCL3; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department, or the State.

a. Contractor or Contractor Parties, at their own expense, have a duty to and shall protect from a CSCU PII/DCL3 Breach any and all CSCU PII/DCL3 which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data security program for the protection of the CSCU PII/DCL3. The safeguards contained in such programs shall be consistent with and comply with the safeguards for protection of the CSCU PII/DCL3, and information of a similar character, as set forth in all applicable federal and state law. Such data security program shall include, but not be limited to, the following:
   i. A security program for employees related to the storage, access and transportation of data containing CSCU PII/DCL3;
   ii. Reasonable restrictions to access to records containing CSCU PII/DCL3, including access to any locked storage where such records are kept;
   iii. A process for reviewing policies and security measures at least annually;
   iv. Creating secure access controls to the CSCU PII/DCL3, including but not limited to passwords; and
   v. Encrypting of the CSCU PII/DCL3 that is stored on laptops, portable devices or being transmitted electronically.

c. Each Contractor and Contractor Parties shall notify CSCU and the Connecticut Office of the Attorney General as soon as practical, but no later than forty-eight (48) hours, after they become aware of or suspect that any CECU PII/DCL3 which Contractor or Contractor Parties have come to possess or control has been subject to a CSCU PII/DCL3 Breach.

d. Contractor shall incorporate the requirements of this Section (or requirements that are substantially similar to those contained herein) in all subcontracts with those Contractor Parties having access to the CSCU PII/DCL3 by virtue of their relationship with the Contractor.

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