I. STATEDMENT OF OBJECTIVES

The Connecticut State Colleges and Universities System ("CSCU"), which is composed of the four regional State Universities ("Universities"), twelve Community Colleges ("Colleges"), and Charter Oak State College, is seeking proposals for qualified professional agencies to provide auditing, accounting, and management advisory services.
II. REQUESTED SERVICES

This RFP consolidates certain accounting, audit and compliance services to be provided to the various Colleges and Universities as follow:

A. The independent audit of the annual financial statements for the following three entities:

1. Connecticut Community Colleges (consolidated)
2. Connecticut State Universities (consolidated)
3. Charter Oak State College

B. Debt compliance letter

This RFP also gives CSCU the option to request other services such as additional auditing, accounting, and management advisory services to meet its needs. These services include but are not limited to meet additional regulatory requirements for audits and reviews; provide technical assistance and support for regulatory requirements; and provide training in various areas to the CSCU managers and staff.

III. ORGANIZATIONAL BACKGROUND

In 2011, Public Acts 11-48 and 11-61 instituted consolidated governance of Connecticut higher education, creating CSCU which is governed by the Board of Regents for Higher Education (“BOR”). The specific powers and duties of the BOR are prescribed in Title 10a of the Connecticut General Statutes and are further delineated in policies adopted by the BOR over time. The CSCU System Office supports the seventeen colleges and universities under the direction of the BOR.

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 is approximately 85,000 students. 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

Hartford
Enfield
Hartford
New Britain
New Britain
Willimantic
New Haven
Bridgeport
Manchester
Middletown
Waterbury
Winsted
Norwalk
Danielson
New Haven
Norwich
Farmington
Danbury
IV. FINANCIAL BACKGROUND

A. The entities to be audited for their fiscal years ending June 30th are the Connecticut State Universities, the Connecticut Community Colleges and Charter Oak State College. These financial statements are prepared in accordance with generally accepted accounting principles (“GAAP”) and the standards set forth by the Governmental Accounting Standards Board (“GASB”). The financial statements of these entities include all funds and fund groups in the higher education units and the oversight unit. Copies of the financial statements can be found in the following link: https://www.ct.edu/finance#documents

Each of the three financial statements also include relevant component units which are the foundations of each college and university, as well as a magnet high school. The foundations are legally independent, tax-exempt non-profit organizations separate from college/university control, founded to foster and promote the growth, progress and general welfare of the college/university and to solicit, receive and administer donations for such purposes. The magnet high school operates on a college campus but is a legally separate, tax-exempt non-profit organization. The financial statements of the foundations are audited by other auditors whose reports will be furnished to the successful bidder. The financial statements of the magnet high school will need to be audited by the successful bidder.
Sources of revenue include traditional higher education activity such as tuition, fees, student loan funds, auxiliary services, grants (federal, state and private) in addition to State of Connecticut funding which is derived from state appropriations provided to CSCU under the State’s annual operating budget. Additional State funding is provided through capital bond appropriations generally prescribed for usage with infrastructure, technology and maintenance. The most significant expense for CSCU is related to personnel costs comprising approximately 60-85% of a campus’s expenditures. CSCU employs a fund structure that complies with GAAP for higher education. The funds maintained within Banner are organized into the National Association of College and University Business Officers (NACUBO) fund groups of Current Funds CSCU Unrestricted and Restricted, Loan Funds, Endowment Funds, Plant Funds, and Agency Funds. Budgets, encumbrances, and expenditures are controlled at the organization level.

1. There are distinct control environments whereby the financial statements of the entities are produced as follows:

   a. Universities – each of the four Universities utilize use common CSCU software but maintain operational and reporting responsibility for each of their campuses under direction from the University Chief Financial Officer. Financial results for each campus are consolidated by the System Office.

   b. Community Colleges – each of the twelve Community Colleges process financial records within a single general ledger under direction from a single Chief Financial Officer. Local campus level leadership works in unison with the System Office to ensure financial operations and record keeping are appropriately performed.

   c. Charter Oak State College – Charter Oak State College maintains operational and reporting responsibility under direction from its Chief Financial Officer. Financial statements are compiled on-site and in sync with each of the sister institutions for uniformity.

   d. System Office - The System Office’s Chief Financial Officer is responsible for liaising with the Board of Regents and the overall management of the CSCU financial landscape including the annual audit.

2. Significant financial applications include the following:

   a. Ellucian Banner – student information system and general ledger utilized by all Universities and Community Colleges. Product is purchased as a SaaS and is no longer locally hosted.

   b. Jenzabar One – student information system utilized by Charter Oak State College and purchased as a SaaS solution and is not locally hosted.

   c. CORECT (PeopleSoft) – ERP system utilized by the State of Connecticut for position management, payroll and cash/state appropriation management. Payroll entries as recorded into Banner are batched into the CORECT system to ensure transactions are appropriately recorded for the State of Connecticut Comptroller’s and Treasurer’s Offices.

V. SCOPE OF AUDIT SERVICES

A. For each year under the contract, the contractor shall conduct three financial statement audits for the entities previously listed. It is CSCU’s intent that the financial audits and the resulting opinions be focused on the Universities as a whole, Colleges as a whole and Charter Oak State College. The audited financial statements must contain certain supplementary information required by the Governmental Accounting Standards Board (GASB) for each of the constituent universities and colleges presenting their Statement of Net Assets; Statement of Revenues, Expenses, and Changes in Net Assets; and Statement of Cash Flows.

The audit report shall state that the audit was conducted in accordance with generally accepted auditing standards (GAAS) in the United States of America. The auditor shall determine whether the statements fairly present the Combined Statement of Net Assets; Statement of Revenues, Expenses and Changes in Net Assets; and Statement of
Cash Flows of the Connecticut State Colleges and Universities System taken as a whole. Audit opinions for each of the three entities are expected to be issued by mid-December each year with printed bound reports distributed soon thereafter. At the current time 50 bound reports of each report are requested. CSCU will be responsible for the distribution of all reports to the BOR, Auditors of Public Accounts, State Comptroller, interested state and federal agencies, and the Federal Cognizant Agency.

As part of the scope of services provided in connection with the independent audit, the following actions should be taken as applicable by the successful bidder:

1. The successful bidder shall immediately report to the Chair of the CSCU Audit Committee and the CSCU Chief Financial Officer all illegal acts or indications of illegal acts. This includes all related questioned costs that the successful bidder becomes aware of in the performance of this contract. Any such findings shall be covered in a separate written report to the Chair of the CSCU Audit Committee and the CSCU Chief Financial Officer. The CSCU Chief Financial Officer will be responsible for distributing to Federal and State authorities and officials information pertaining to such acts;

2. The successful bidder shall provide a Report to Management identifying any material weaknesses, significant deficiencies and other matters related to internal control, as well as recommendations for corrective action for each finding. The recommendations for corrective action must include the recipient’s comments on action planned or taken or an explanation describing the reason corrective action is not necessary. The successful bidder shall report the corrective action taken on prior findings;

3. Prior to the release of the final Report to Management the successful bidder will prepare a draft of its comments for review and comment through closing conferences with each corresponding Chief Financial Officer;

4. Evidence and other supporting data that the successful bidder may gather during the audit may include personal information that is protected under the provisions of the federal Family Rights and Privacy Act, the federal Gramm-Leach-Bliley Act (15 U.S.C. §6801, et seq.), or sections 4-190 through 4-197 of the CGS. The successful bidder must take sufficient steps to safeguard the evidence and data from unauthorized disclosure. These safeguards must be in place from the time the data is gathered until the completion of the retention period and destruction of the workpapers. Any agreement between CSCU and the vendor shall reference and include the vendor’s compliance with the above provisions, Act’s and Statutes;

5. Audit workpapers under the contract shall be prepared in accordance with due professional care and conform to the relevant standards established by the American Institute of Certified Public Accountants (AICPA) and GAAS. Audit workpapers and reports must be retained for a minimum of three years from the date of the audit report or a period of one year from the resolution of the audit findings and questioned costs whichever occurs last, unless notified in writing by CSCU to extend the retention period;

6. The successful bidder, upon request, shall provide the Chief Financial Officer, or other individuals they may designate with a copy of all documentation developed, during the course of the audit engagement to date, that describes the internal controls and operating procedures of CSCU and its constituent institutions;

7. The auditor’s workpapers for this contract are the property of the successful bidder and shall constitute confidential information. However, as required by the terms of the contract for audit services, all workpapers relating to the audits or work performed or to be performed for CSCU shall be made available without charge, for review within seven days of a request by CSCU, Office of the State Comptroller, Auditors of Public Accounts, the Federal Cognizant Audit Agency, the U.S. General Accounting Office or any of their designees, during and at the completion of the audit;

8. Contracted individual(s) and firm(s) engaged by CSCU for the performance of subsequent audit, accounting, or management advisory services may require access to the workpapers. Copies of the workpapers shall be made available to the subsequently contracted individual(s) or firm(s) in compliance with AICPA Standards;
9. Prior to the beginning of each year’s fiscal audit, the successful bidder and the CSCU CFO or designee will meet jointly, negotiate, and finalize an audit work plan. This plan shall specify major audit tasks, responsible person(s), timelines and milestones;

10. Prior to the beginning of each year’s fiscal audit, the successful bidder shall meet with the Audit Committee of the Board of Regents to discuss the planning and staffing of the audit. The Audit Committee will review and approve the scope of the annual external audit;

11. In addition to routine engagement entrance and exit conferences, the auditors shall schedule weekly briefings with the CSCU CFO and/or her/his designee to discuss the audit’s status and progress in relation to the established audit work plan and milestones. One such meeting should be scheduled to discuss and explain the draft report deliverables; and

12. After completion of the audit, the successful bidder shall meet with the Audit Committee of the Board of Regents concerning the strengths and weaknesses of CSCU’s financial staff, systems, internal controls, and other factors that pertain to the integrity of published financial reports. They shall also discuss significant financial reporting issues and judgments made in connection with the preparation of CSCU’s audited financial statements, including any alternative treatments of financial information within GAAP that have been discussed with management, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the successful bidder; any major issues as to the adequacy of CSCU’s internal controls; and any special steps adopted in light of material weaknesses or significant control deficiencies.

VI. SCOPE OF DEBT COMPLIANCE LETTERS SERVICES


VII. SCOPE OF OTHER SERVICES

A. The following are a list of services that the successful bidder may be requested to provide during the course of the contract. The listing below is not intended to provide an inclusive list of the services desired. As it is not possible for the bidder to reasonably establish how many hours will be needed for these services, CSCU is requesting the inclusion of an hourly rate for such services, on the contingency that such services may be requested. Hourly rates should be bifurcated by type of service and staff level as necessary.

1. Providing assistance to CSCU in the implementation of Government Financial Standards Board (GASB) and Financial Accounting Standards Board (FASB) statements;

2. Advice and assistance in the implementation and reporting on Internal Revenue Service (IRS) regulations and rulings;

3. Assistance in the implementation of changes to the accounting and reporting process as the result of changes in federal statutes and regulations and State statutes;
4. Internal control matters and or internal best practices;

5. Support to the CSCU’s Audit Committee that they may require to carry out their oversight function of the external and internal audit processes;

6. Provide training to various professional and technical staff members of the CSCU System Office and the individual constituent institutions. This training may include the following areas: governmental accounting, accounting within a college and university environment, FASB and GASB statements and their implementation, development of cost allocation plans, Information Systems auditing, federal financial reporting requirements, computer assisted audit techniques, specialized internal audit skills and fraud prevention;

7. Provide periodic briefings to the senior financial managers within the System on changes promulgated in GAAP (including GASB and FASB statements, technical bulletins, interpretations, and emerging issues), IRS regulations reporting and disclosure requirements, other applicable federal and state regulations and requirements, and NACUBO guidance and policies;

8. Assistance in the development of enhancements to technology;

9. Enhancements or assistance in the development of financial reporting and budgeting models for CSCU and its constituent institutions;

10. Assistance in the implementation of various regulatory changes that impact our various reporting and administrative systems;

11. Assistance in analyzing the impact of IRS regulations and rulings on the CSCU operating environment. This may include preparing analysis of the impact of Unrelated Business Income Tax (UBIT) on proposed and/or current CSCU activities;

12. Internal control reviews and specialized audits of the IT general and application controls on a System-wide or individual university basis; and

13. Scope of Certification of Matchable endowment receipt services - Pursuant to CGS 10a-8b, 10a-8c, 10a-77a, 10a-99a, and 10a-143aa state match which applies to all pledges and gifts which create an endowment and all pledges and gifts which add to an existing endowment. These gifts are to be sent directly to the university or system foundation that the donor wishes to support. Endowment fund eligible gifts and pledge payments received beginning January 1, 1998 and ending December 31, 2012, are the only funds that are eligible for the state match. The Chairperson of the CSCU Board of Regents will certify the total amount of all endowment fund eligible gifts received by or for the benefit of the system as a whole and each state university during the preceding calendar year to the Secretary of the Office of Policy and Management, to the joint standing committee of the General Assembly on Appropriations, and to the Commissioner of Higher Education, by February 15 of each year. The amount of this certification shall be based on agreed upon procedures which are to be performed by the successful bidder and reported to the Board of Regents of CSCU and each Foundation. The reports are due by February 1 of each year.

B. As it is not possible for the bidder to reasonably establish how many hours will be needed for these services, CSCU will consider the inclusion of an hourly rate for such services, on the contingency that such services may be requested. See Section VIII.G.

C. During the course of the contract resulting from this RFP, CSCU may require additional services from the contractor that cannot be reasonably detailed or estimated at this time. Such additional work will only be performed if included in a statement of work. Such statement of work shall require approval by either the CSCU President (or designee) or Chief Financial Officer (or designee). Any additional work that has been formally agreed to will be reimbursed at the same rate for similar types of work included in the contract.
VIII. PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted in the format outlined below:

A. The proposal must be signed by an authorized official, and must provide the following information:

1. The name and location of the bidding company;
2. The name, title, telephone number, and e-mail address of the appropriate person to contact concerning the proposal;
3. A brief general description of your business, including the primary line of business, company and employee credentials, etc.;
4. The location of the office that will be serving CSCU;
5. The number of years the proposing company has been in business under this name;
6. If the company is a subsidiary of another corporation, the name of the parent company; and
7. Financial rating of the company, or other indicator of financial strength and stability.

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

1. Organization name and location;
2. Starting date of service;
3. Relevant volume statistics; and
4. Contact name, title and telephone number.

The references must be relevant to services performed in the last 36 months, and shall include their level of acceptance of those services.

C. Peer Review: Please include a copy of your firm’s most recent peer review report.

D. Please provide your firm’s price for the consolidated yearly financial statement for the Connecticut Community Colleges for the services stated in Section V.

E. Please provide your firm’s price for the consolidated financial statement for the Connecticut State University System, for the services stated in V.

F. Please provide your firm’s price for the yearly financial statement for Charter Oak State College as stated in Section V.

G. Please provide your firm’s per hour pricing in the following Labor classifications: Partner, Managing Director, Senior Manager / Director, Manager, Senior Associate, Associate for the services stated in Section V.

H. Please provide a blended firm rate that includes all other non-labor associated costs for the services stated in Section V.

Note: The System is exempt from payment of excise, transportation, and sales taxes imposed by the federal government and/or the state. Such taxes must not be included in the costs.

I. Please provide resumes and / or qualifications for the individuals that will work on these engagements.

J. Please provide the firm’s experience in the area of Audit, Accounting and Management Advisory Services.

K. Please provide the firm’s experience with providing Audit, Accounting and Management Advisory Services to Public institutions of Higher Education and multi-campus systems

L. Please provide the firm’s experience with providing Audit, Accounting and Management Advisory Services to State of Connecticut agencies.
M. Please provide experience with the finance-based computer systems relevant to higher education.

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

O. 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.

P. 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.

Q. Complete and submit each of the forms found in Attachment A through G.

R. 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.

S. 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.

T. BIDDERS MUST CERTIFY THAT THEIR BID WILL REMAIN VALID FOR A PERIOD OF 210 DAYS FROM THE DUE DATE OF THE BID

IX. EVALUATION OF PROPOSALS

A. The award of a contract(s) 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.

B. Award(s) will be made to the proposer(s) 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.

C. Criteria
The Proposer’s overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. Each proposal will be evaluated based on the following criteria:

- Experience with the requirements of state government auditing and accounting requirements including GASB and GAAP;
- Experience in higher education, especially in public higher education and multi-campus systems;
- Depth of resources available to provide the requested services and meet timeframes contained in the RFP;
- Cost and reasonableness of rates proposed;
- Demonstrated ability to fully comply with State of Connecticut contracting requirements including, but not limited to, contract terms and conditions, ethics affidavits, and nondiscrimination; and
- References
The order in which the 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, as well as modifications and additions the CSCU deems necessary prior to execution.

X. TIMELINE OF RFP

The proposal process will be governed by the following time lines:

A. All questions and requests for clarification must be in writing and submitted by September 15, 2020, no later than 2:00 P.M. E.S.T. to Douglas Ginsberg (ginsbergd@ct.edu) and copy to Sharon Kromas (kromass@ct.edu). Include the RFP number and title in the subject line. All questions will be answered as an addendum to this RFP only. No verbal questions will be accepted or answered.

Questions, with answers, will be posted on the Connecticut State Colleges and Universities website, www.ct.edu/finance#bids on or before September 22, 2020. It is the responsibility of the 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.

B. Instructions for Submission of Proposals

1. E-mail your proposal to Douglas Ginsberg (ginsbergd@ct.edu) and copy to Sharon Kromas (kromass@ct.edu). Include the RFP number (CSCU – 2102) and the “AUDIT, ACCOUNTING AND MANAGEMENT ADVISORY SERVICES” title in the subject line. Please note that the attachment cannot be over 25MG. If needed, please send zip files or separate e-mails.

2. PROPOSALS MUST BE RECEIVED BY THE CSCU CONTRACT COMPLIANCE AND PROCUREMENT DEPARTMENT NO LATER THAN OCTOBER 5, by 2:00 pm Eastern Standard Time.

3. 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 carrier.

4. In the event that the System Office is unexpectedly and formally closed (e.g., inclement weather, et al) on the above stated proposal due date and time, the due date and time shall default to 2:00 PM (ET) on the next business day on which the System Office is open. A business day is defined as Monday-Friday inclusive; Saturday, Sunday, and certain legal holidays exclusive.

5. A public proposal opening will take place on October 5, 2020, 2:30 pm. At that time, a representative of the Contract Compliance and Procurement Department will announce publicly the names of those firms submitting proposals. To attend this meeting, please join the WebEx by calling 1-650-479-3208, meeting number 120 280 6665. 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 web-site. 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.
XI. CONDITIONS

A. Restriction on Communications
All communications concerning this solicitation are to be in writing and directed to: Doug Ginsberg at Dginsberg@commnet.edu. 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.

B. 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.

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

D. 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:
1. The proposal shows noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
3. 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.
4. The Contractor is debarred or suspended.
5. The Contractor is in default of any prior contract or for misrepresentation

E. 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.
F. 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.

G. 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 §1-210(b)(24). 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.

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

I. 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.

J. Out of Pocket Expenses
Out of pocket expenses may include but not be limited to reasonable lodging, meals, mileage and parking. With respect to applicable expenses, reimbursement shall be made by CSCU based on the then-current General Services Administration (GSA) Meals and Incidental Expenses guidelines.

K. 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.
L. 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.

M. 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.

N. Miscellaneous
1. Late proposals are not acceptable and will be rejected. The CSCU is not responsible for delivery delays or errors by any type of delivery carrier.

2. Submission of a proposal in response to this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. An 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.

3. 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.

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

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

6. 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.

7. 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.G.

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

9. 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.

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

11. For all state contracts as defined in Connecticut General Statutes §9-612(f)(2), 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.
12. Any contract awarded shall be subject to Executive Orders of the Governor, State of Connecticut:

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, CSCU or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
## Connecticut State Colleges and Universities

### Finance Department
61 Woodland Street
Hartford, CT 06105-2337

### 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.

### Table

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<th>TYPE OR PRINT NAME OF INDIVIDUAL</th>
<th>DOING BUSINESS AS (Trade Name)</th>
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<td>BUSINESS ADDRESS</td>
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<td>BUSINESS ADDRESS</td>
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<td>FULL NAME OF CORPORATION</td>
<td>INCORPORATED IN WHAT STATE</td>
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<tr>
<td>BUSINESS ADDRESS</td>
<td>STREET</td>
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</tbody>
</table>

### Contact Information

- **Douglas Ginsberg**
- E-MAIL: ginsbergd@ct.edu

### Contract Period:

To be determined
STATE OF CONNECTICUT
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; if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;

3) “Contractor” means the person, firm or corporation named as the contractor below;

4) “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);

5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);

6) “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 who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Lawful Campaign Contributions to Candidates for the General Assembly:

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<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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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
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 ________________
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.

_________________________________________
Printed Respondent 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
STATEOFCONNECTICUT
NONDISCRIMINATIONCERTIFICATION—Affidavit
By Entity
For ContractsValuedat $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 the 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

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-811(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 CONN. GEN. STAT.
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.

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Proposer Employment Information)

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<th>White (not of Hispanic Origin)</th>
<th>Asian or Pacific Islander</th>
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<td>All persons having origins</td>
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<td>in any of the original peoples</td>
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<td>of Europe, North Africa, or</td>
<td>peoples of the Far East,</td>
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<td>Indian subcontinent, or</td>
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<td>the Pacific Islands. This</td>
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<td>area includes China,</td>
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<td>India, Japan, Korea,</td>
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<td>the Philippine Islands,</td>
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<td>and Samoa.</td>
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<td>American Indian or Alaskan</td>
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<td>Native- All persons having</td>
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<td>origins in any of the</td>
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<td>original peoples of North</td>
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<td></td>
<td>identification through</td>
</tr>
<tr>
<td></td>
<td>tribal affiliation or</td>
</tr>
<tr>
<td></td>
<td>community recognition.</td>
</tr>
</tbody>
</table>

### PROPOSER CONTRACT COMPLIANCE MONITORING REPORT - PART I - Proposer Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Proposer Federal Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Identification Number</td>
</tr>
<tr>
<td>City &amp; State</td>
<td>Or</td>
</tr>
<tr>
<td>Chief Executive</td>
<td></td>
</tr>
</tbody>
</table>

Major Business Activity (brief description)

Proposer Parent Company (if any)

Other Locations in Ct. (if any)

### 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 non-discrimination clauses covering all workers?
   - Yes ___ No ___
   6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?
   - Yes ___ No ___

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.

13. Is there a person in your company who is responsible for equal employment opportunity?
    - Yes ___ No ___
    If yes, give name and phone number.

---

24
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 _____

### PART IV - Proposer Employment Information

<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>
</tr>
<tr>
<td>Management</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<tr>
<td>Marketing &amp; Sales</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Legal Occupations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Specialists</td>
<td></td>
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<td></td>
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<tr>
<td>Architecture/Engineering</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Admin Support</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintanc</td>
<td></td>
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<td></td>
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<tr>
<td>Construction &amp; Extraction</td>
<td></td>
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<td></td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Moving Workers</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Production Occupations</td>
<td></td>
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<td></td>
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<tr>
<td>TOTALS ABOVE</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total One Year Ago</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</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>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Arrest Record</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wage Garnishments</td>
</tr>
</tbody>
</table>

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

- State Employment Service
- Private Employment Agencies
- Schools and Colleges
- Newspaper Advertisement
- Walk Ins
- Present Employees
- Labor Organizations
- Minority/Community Organizations
- Others (please identify)

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 (italicized words are defined on the reverse side of this page).

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/sec. 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 work, (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 chairperson, 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 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 subcontractor.
1. **Statutory Authority.** Connecticut General Statutes §§ 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 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the CSCU prior to the effective date of the Contract. The CSCU shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CSCU or the 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.**
   a. 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.
   b. 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.
      i. **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.
      ii. 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.
   c. 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 no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the 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.
   d. 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.
   e. 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.

f. 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.

g. 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.

h. 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;

   (4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.

   (5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

   (6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

   (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

   (8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

   (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and

   (10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a 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 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 Connecticut General Statutes § 9-612(f)(2) 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 Notice below.

**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 (italicized words are defined below):

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(italicized 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 work, (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 fund-raising 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 or bundling contributions, (C) serving as chairperson, 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 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 subcontractor.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

18. **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.

19. **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.
20. **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 Conn. Gen. Stat. § 4-230. The Contractor shall provide 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.

21. **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.

22. **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.

23. **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;

xi. 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 Professional Standards and 23 (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.