



A Higher Degree of **Online** Learning

Request for Proposals COSC-25001

AI Strategic Partner for Design, Implementation, and Operational Scalability

Proposal Due date: September 30th, 2025, by 2:00 PM EST

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Statutory Authority

This RFP is issued by Charter Oak State College under the provisions of the Connecticut General Statutes 4a-52a and 10a-151b.

I. Statement of Objectives

Charter Oak State College invites responses to this RFP from qualified providers capable of delivering scalable, enterprise-level AI strategy, solutions, and support. The College is particularly interested in partners with extensive experience operationalizing AI within both higher education and the private sector. The ideal partner should demonstrate the ability to scale AI solutions, focusing on 2-3 high impact use cases annually over a three to five-year period, across multiple divisions within the college, ensuring continuity, security, and compliance. Proposers must provide evidence that their solutions meet the following technical, data privacy, and accessibility standards

Preference will be given to organizations that have:

- Successfully delivered AI solutions across a college or education system
- Demonstrated end-to-end capabilities—including AI strategic consulting and planning, engineering, curriculum design, technical deployment, and managed services
- Experience working with diverse stakeholders in a multi-institutional environment
- A history of deploying AI frameworks tailored for institutional effectiveness and measurable outcomes
- Experience serving private industry with AI innovation and integration of private industry AI innovation in the Higher Education sector

This RFP aims to identify a strategic partner with both the innovation capability and operational depth to support the college's AI transformation journey.

Charter Oak State College, a leader in providing accessible and flexible online higher education, is seeking a strategic partner to support its institutional efforts in responsibly adopting and operationalizing Artificial Intelligence (AI) across academic, administrative, and learner engagement. This initiative is firmly rooted in the College's Institutional Effectiveness framework, which fosters its ongoing efforts to increase access, affordability, and quality associated with its academic programs and learner support services. The College's Institutional Effectiveness framework is supported by data-informed decision-making, continuous improvement, and is enabled through the adoption of innovative technologies aligned with pedagogical and andragogical foundations

We are not merely seeking a vendor with an AI product but a long-term partner with deep, demonstrable EdTech expertise in the private and US higher education sectors. This expertise will guide the College's alignment of AI solutions (custom and off-the-shelf) with our mission-critical and strategic initiatives. Thereby creating a cutting edge, enterprise learning, instructional, and administrative environment. The ideal partner will have extensive expertise and capabilities honed from serving various higher education technology and service providers such as publishers, OPM, and LMS, as well as private sector science, technology, and research companies. The chosen partner will offer a holistic suite of AI capabilities and services, including strategic consulting, design, development, implementation, and management. The goal is to develop solutions that, from a student's perspective, will appear as a single, comprehensive agent. We expect a commitment to a collaborative journey of co-design, implementation, and refinement. The selection of a partner with the above characteristics will ensure that our AI strategy and operations are always aligned with the specific context of American higher education and Charter Oak's unique vision.

II. Bid Criteria

The selected partner will collaborate with Charter Oak to co-design and implement a comprehensive AI roadmap. This roadmap will be a living document, adaptable to the college's evolving needs and the rapid advancements in AI technology.

Crucially, we are seeking a partner who can provide end-to-end services within the educational technology domain and significant scalability capabilities. We are not interested in proposals from technology vendors offering only specialized services or tools in areas like chatbot building or data analysis without an adequate, proven understanding of the US higher education context. Solutions must be modular, interoperable, and designed to appear as a single, comprehensive agent.

In addition to implementation capabilities, vendors must showcase experience with:

- *AI Engineering*: Development of proprietary or composable AI frameworks, tools, or platforms (e.g., Retrieval-Augmented Generation or equivalent architectures to ensure content fidelity and reduce hallucination risk, multi-modal models, reinforcement learning)
- *AI-Enabled Curriculum Design*: Integrating AI into course development workflows (e.g., auto-aligned objectives, adaptive feedback systems, content transformation)
- *Complex Workflow Support*: Ability to co-design scalable workflows for SME management, academic oversight, and version-controlled content transformation.

The scope of this engagement requires strong, local domain expertise of US higher education processes, policies, best practices, and challenges. A committee will evaluate responses. The primary criteria for selection will be:

1. AI Strategic Planning (10%)

Collaboratively develop a comprehensive AI strategy, beginning with a thorough assessment of current AI capabilities and aligning future opportunities with the institution's academic and administrative objectives. This partnership will also involve the co-creation of a robust governance framework and ethical AI policies, ensuring responsible innovation, data privacy, security, and algorithmic fairness within a higher education context. Furthermore, the partner will be instrumental in designing and implementing a comprehensive change management strategy, fostering AI literacy across faculty, staff, and administrators through dedicated training programs, and potentially establishing an AI Center of Excellence or GCC to support sustained growth.

2. AI Platform Implementation & Use Cases (25%)

The AI Strategic Partner will be responsible for the practical implementation of AI solutions, focusing on 2-3 high impact use cases annually over a three to five-year period, specifically tailored for the US higher education environment. Key application areas include developing personalized tutoring systems for 24/7 adaptive learning support and implementing AI-powered tools for personalized feedback and grading assistance to enhance faculty-student interactions. The partner will also deploy predictive analytics to identify and support at-risk students, leverage AI for content transformation through summarization, material enrichment, and real-time translation, and enhance the entire student journey from recruitment and enrollment to ongoing learner support via AI-powered virtual assistants and streamlined administrative processes.

3. Enterprise Integration (15%)

Crucial to the success of AI implementation is seamless enterprise integration, requiring the AI Strategic Partner to demonstrate robust capabilities in connecting with Charter Oak's existing technology ecosystem. This includes proven integration experience with Blackboard Ultra (LMS), Jenzabar (SIS), and supporting Single Sign-On (SSO) for identity and access management, all while maintaining full compliance with LTI 1.3, IMS Global, and WCAG 2.1 AA standards. Furthermore, the proposed solution must facilitate interoperability with a wide array of third-party learning and content systems, such as major publishers (e.g., Pearson, McGraw-Hill, Cengage), AI-powered assessment tools, and credentialing systems, underpinned by a secure and well-documented API architecture to ensure broad connectivity.

4. Ongoing Management & Support (15%)

For ongoing success, the AI Strategic Partner must present a well-defined, phased implementation methodology complete with clear timelines, milestones, and a comprehensive staffing plan. This also necessitates a robust post-launch support strategy encompassing continuous monitoring, detailed success metrics, and established processes for content and model updates, alongside ongoing stakeholder training. Furthermore, the partner will be expected to outline proactive risk mitigation strategies and contingency planning to address potential issues such as data privacy breaches, system downtime, or AI model degradation. Key components of this ongoing management include providing intuitive dashboards for usage analytics and performance monitoring, establishing clear workflows for updating the AI system's knowledge base, and detailing a model for continuous technical and pedagogical support to all users.

5. Comprehensive Educational Technology and Staffing Services (15%)

In support of Charter Oak's long-term AI strategy and educational transformation, the selected partner is expected to offer a comprehensive suite of educational technology and staffing services, reflecting a holistic understanding of instructional design and institutional effectiveness. This includes the capability to establish AI Centers of Excellence or Global Capability Centers for ongoing AI solutioning, provide strategic AI and academic planning consultancy to ensure alignment with governance and accreditation, and offer expertise in course development and curriculum support, leveraging AI to enhance instructional design and automate tasks. The partner should also be adept at implementing AI-enabled content and assessment workflows, developing and fine-tuning custom AI models tailored to institutional needs, and managing multi-institution deployments with centralized control and localized customization. Preference will be given to providers with proprietary, modular AI and curriculum platforms that prioritize configurability and data privacy. The partner must also supply an advanced talent pool of subject matter experts and learning technologists, ensure accessibility review and remediation to WCAG 2.1 AA and Section 508 standards, optimize course catalogs for discoverability, and offer flexible staffing augmentation for various project roles.

6. Proven Expertise (10%)

The AI Strategic Partner must demonstrate proven expertise by detailing how their proposed AI solutions for Charter Oak leverage successful engagements from both the education and private sectors. This should include providing examples and case studies that highlight the transferability of innovative frameworks from private industry to public education, showcase ROI-driven outcomes from corporate or workforce development applications, and illustrate the efficient use of shared platforms, standards, or datasets to significantly reduce time to value.

7. Responsible and Ethical Use of AI (10%)

The AI Strategic Partner must demonstrate an unwavering commitment to the responsible and ethical use of AI, providing a clear and comprehensive framework specifically tailored to the unique ethical responsibilities of US higher education. This framework must detail methodologies for mitigating bias and preventing "hallucinations" in AI-generated responses, alongside features ensuring transparency and explainability of AI-driven interactions and decisions. Furthermore, the proposed systems must incorporate robust audit trails for accountability and review, and the partner must articulate their ethical data sourcing and model training methodologies, ensuring data representativeness, privacy, and alignment with the College's commitment to inclusive excellence.

NOTE: Charter Oak State College reserves the right to purchase parts and/or services on the open market if awarded proposer cannot provide the goods or services in a timely manner to allow for continued operation of CSCU systems.

III. Supplier Information

Please provide the following:

1. The Name and location of your company.
2. The location of the office that will be serving Charter Oak State College if different than above.
3. A brief general description of your business, including the primary line of business.
4. Describe your client mix – types of industries and please indicate if it includes higher education
5. Samples of your work that support the College's enrollment growth goals including, but not limited to, case studies, data results, examples of personalized videos, etc.
6. The number of years your company/you have been in business.
7. Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
8. The number of personnel employed by your company.
9. The availability of the staff offered in your proposal.
10. Eligibility of State of Connecticut Small Business or Minority Business Enterprise, if applicable
11. Client Base

VII. References

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

- A. Organization name and location
- B. Starting date of service (if services are completed, please include ending date also)
- C. Relevant volume statistics (number of projects/dollar value)
- D. Contact name, title and telephone number

The references must be relevant to services performed in the last 36 months

VIII. Timeline of RFP and Instructions for Submission of Proposals

The following timelines will govern the proposal process:

- All **questions and requests for clarification** must be in writing and submitted through CTSource by **September 23rd, 2025, no later than 2:00 P.M.** E.S.T. **Include the RFP number and title in the subject line.** All questions will be answered as an addendum to this RFP only and made available through CTSource. No verbal questions will be accepted or answered.
- Questions, with answers, will be posted on CTSource **on or before September 24th, 2025. It is the responsibility of the proposers to visit the website to retrieve the questions and answers.** Proposers should visit CTSource frequently prior to the due date for possible addenda in addition to questions and answers.

Instructions for Submission of Proposals

- Submit your proposal through CTSource. **Include the RFP number COSC-25001 and the “AI Strategic Partner for Design” title in the subject line.**
- **PROPOSALS MUST BE SUBMITTED THROUGH CTSource NO LATER THAN SEPTEMBER 30TH, 2025 by 2:00 pm Eastern Standard Time.**
- Any proposal received after the stated date and time will be rejected. **Charter Oak State College is not responsible for any delays.**
- The names of the proposers will be listed on the CTSource website on **September 30th, 2025, 3:00 pm.** **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.

IX. Conditions

A. Restriction on Communications

All communications concerning this solicitation are to be in writing and directed to CTSource <https://portal.ct.gov/das/ctsource/bidboard>. If you have difficulties accessing the webpage, you can email: suppliersupport@proactisservicedesk.com or das.ctsource@ct.gov. 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 Charter Oak State College.

B. Costs for Proposal Preparation

Proposer shall bear any, and all costs incurred in responding to this RFP.

C. Disqualification of Proposals

Charter Oak State College 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.

The 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

D. Rights Reserved

Charter Oak State College 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 Charter Oak State College will be served. Should Charter Oak State College 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.

E. Compliance with State and Federal Laws and Charter Oak State College 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 D). 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 Charter Oak State College enter into a contract that requires Charter Oak State College or the State to agree to indemnify another party or agree to binding arbitration.

The successful proposer shall 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.

F. Inspection of Proposals and Confidential Information

Charter Oak State College treats proposals as confidential until after a contract is finalized. At that time, they become subject to disclosure under the Freedom of Information Act. Charter Oak State College 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 from 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. Charter Oak State College 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 Charter Oak State College have any liability for the disclosure of any documents or information in its possession which the charter believes are required to be disclosed pursuant to FOIA or other requirements of law.

G. Contract Invalidation

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

H. 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.

I. 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 Charter Oak State College based on the then-current General Services Administration (GSA) Meals and Incidental Expenses guidelines.

J. 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 Charter Oak State College 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.

K. Supplemental Information

As part of the review, Charter Oak State College 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 Charter Oak State College. Charter Oak State College reserves the right to correct inaccurate awards resulting from clerical errors.

L. Meetings with Proposers

At its discretion, Charter Oak State College 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 Charter Oak State College decides meetings are warranted, Charter Oak State College 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.

M. Miscellaneous

1. Late proposals are not acceptable and will be rejected.
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 Charter Oak State College. 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 Charter Oak State College 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 VII.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 F.
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.

ATTACHMENT A
CONTRACT PROPOSAL

Connecticut State Colleges and Universities
Finance Department
61 Woodland Street
Hartford, CT 06105-2337

THIS FORM MUST BE
RETURNED WITH PROPOSAL

Please read carefully

RFP NUMBER COSC-25001	DATE OF OPENING 09/30/2025	TIME OF OPENING 3:00 P.M. E.S.T.	AMOUNT OF SURETY (if required) - None -	DATE ISSUED 09/01/2025
COMMODITY CLASS/SUBCLASS AND DESCRIPTION			PRE-PROPOSAL SITE VISIT: N/A	
CONTACT: Silas Shannon		E-MAIL: sshannon@charteroak.edu		
FOR Charter Oak State College			CONTRACT PERIOD: TBD	
REQUEST FOR PROPOSAL Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of the Connecticut State Colleges & Universities, for furnishing the services herein listed.				
AFFIRMATION OF PROPOSER The undersigned affirms and declares: 1. That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein. 2. That should any part of this proposal be accepted in writing by CSCU within one hundred twenty (120) calendar days from the date of opening unless an earlier date for acceptance is specified in proposal schedule, said proposer will furnish and deliver the commodities and / or services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer's acceptance.				
PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to the state agency or state agencies named in the proposal at the prices proposed therein.				
SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL		DOING BUSINESS AS (Trade Name)	
	BUSINESS ADDRESS STREET CITY STATE ZIP CODE			
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL		SOCIAL SECURITY NUMBER	DATE EXECUTED
	TYPEWRITTEN NAME		TELEPHONE NUMBER	
SIGNATURE WHEN PROPOSER IS A FIRM	NAME (Type or print names of all partners) TITLE		NAME TITLE	
	NAME TITLE		NAME TITLE	
	DOING BUSINESS AS (Trade Name)		BUSINESS ADDRESS STREET CITY STATE ZIP CODE	
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL		F.E.I. NUMBER	DATE EXECUTED
	TYPEWRITTEN NAME		TELEPHONE NUMBER	
SIGNATURE WHEN PROPOSER IS A CORPORATION	FULL NAME OF CORPORATION		INCORPORATED IN WHAT STATE	
	BUSINESS ADDRESS STREET CITY STATE ZIP CODE		F.E.I. NUMBER	
	PRESIDENT	SECRETARY	TREASURER	
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION			TITLE
	TYPEWRITTEN NAME		TELEPHONE NUMBER	DATE EXECUTED
FOR ALL PROPOSERS	NAME AND TITLE OF INDIVIDUAL TO CONTACT CONCERNING THE PROPOSAL		E-MAIL	TELEPHONE

**COMMISSION ON HUMAN
RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE
REGULATIONS NOTIFICATION TO PROPOSERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as proposers, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . .

- (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1)

Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g 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.

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u> - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<u>Asian or Pacific Islander</u> - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u> - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

PROPOSER CONTRACT COMPLIANCE MONITORING REPORT -PART I - Proposer Information

Company Name Street Address City & State Chief Executive	Proposer Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	<div> Proposer Identification (response optional/definitions on page 1) Proposer is a small contractor. Yes ____ No ____ Proposer is a minority business enterprise Yes ____ No ____ (If yes, check ownership category) Black ____ Hispanic ____ Asian American ____ American Indian / Alaskan Native ____ Iberian Peninsula ____ Individual(s) with a Physical Disability ____ Female ____ Proposer is certified as above by State of CT Yes ____ No ____ </div>
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 ____	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 ____
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ____ No ____	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ____ No ____
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ____ No ____	9. Does your company have a mandatory retirement age for all employees? Yes ____ No ____
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? 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 ____
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ____ No ____	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 ____
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 ____	12. Does your company have a written affirmative action Plan? Yes ____ No ____ If no, please explain.

6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?
Yes ____ No _____

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

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

Date:

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

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

SOURCE	YES	NO	% of applicants provided by source
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2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)

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

State Employment Service					Work Experience
Private Employment Agencies					Ability to Speak or Write English
Schools and Colleges					Written Tests
Newspaper Advertisemen					High School Diploma
Walk Ins					College Degree
Present Employees					Union Membership
Labor Organizations					Personal Recommendation
Minority/Community Organizations					Height or Weight
Others (please identify)					Car Ownership
					Arrest Record
					Wage Garnishments

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)
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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/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 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.



DEFINITIONS

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Contract Provisions1. Claims Against the State:

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

2. 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.

3. Termination:

- (a) Notwithstanding any provisions in this contract, CSCU, through a duly authorized employee, may terminate the contract whenever CSCU makes a written determination that such termination is in the best interests of the State. CSCU 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, CSCU, 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 CSCU sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If CSCU believes that the Contractor has not performed according to the contract, CSCU may withhold payment in whole or in part pending resolution of the performance issue, provided that CSCU notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) CSCU 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 CSCU for purposes of correspondence, or by hand delivery. Upon receiving the notice from CSCU, 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 CSCU all records. The records are deemed to be the property of CSCU and the Contractor shall deliver them to CSCU no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from CSCU 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 CSCU, the Contractor shall cease operations as CSCU directs in the notice, and take all actions that are necessary or appropriate, or that CSCU may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which CSCU 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) CSCU shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by CSCU 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 CSCU is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by CSCU, the Contractor shall assign to CSCU, or any replacement Contractor which CSCU designates, all subcontracts, purchase orders and other commitments, deliver to CSCU 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 CSCU may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, CSCU 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 CSCU.

4. 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 CSCU prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to CSCU. CSCU shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that 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.

5. 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.

6. Summary of State Ethics Laws:

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

7. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and CSCU at reasonable times.

8. Campaign Contribution restrictions:

For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted 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):

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.

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. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, CSCU shall provide a copy of these orders to the Contractor.

10. 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.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question

which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: ☐

11. Iran Energy Investment Certification:

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

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

12. Assignment:

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

13. 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 CSCU in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said CSCU, such services as CSCU requests, provided in this contract.

14. Contractor's Standards of Conduct

- (a) In order to insure the orderly and efficient performance of duties and services at CSCU and to protect the health, safety and welfare of all members of College/University 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 College/University rules and procedures;
 - vi. Unauthorized use of College/University 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 24. (a) above. CSCU may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or

in violation of any law or standards adopted by CSCU from time to time, as required, to protect the health, safety and welfare of the CSCU community. Upon request of CSCU, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.



**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any 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 submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), 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.

Check One:

- ☐ Initial Certification
- ☐ Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

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