



**Request for Proposals**

**COSC022820**

**Proposal Due date: February 28, 2020  
by 2:00 PM EST  
Marketing Research**

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**I Statement of Objectives**

Charter Oak State College (“COSC” or “Charter Oak”) is seeking proposals for experienced and qualified market research firm to provide the college with reliable data to support the selection of five potential out of state markets that exhibit the most potential for Charter Oak’s marketing and enrollment efforts surrounding its current product line of undergraduate and graduate degree programs. .

**II Background:**

Charter Oak State College is Connecticut’s public online college providing opportunities to start and/or complete degrees as the associate, bachelor’s and master’s degree level, plus earn professional certificates in a variety of fields.

The College was founded in 1973 by the Connecticut General Assembly to serve those individuals who seek to complete a college degree but cannot or do not choose to complete a college degree program through conventional means, often because of family, job or financial considerations. Recognizing that learning takes place in many forms, Charter Oak State College provides adult students with a flexible and convenient approach to higher education. The College has no campus and offers no on-ground instruction. The College draws its online teaching faculty from regionally accredited colleges and universities and from experts in business and industry. Six of its programs (B.S. Health Information Management, B.S Nursing, B.S. Early Childhood Education, B.S. Child Studies, M.S. Organizational Effectiveness and Leadership, M.S. Health Care Administration) employ Program Directors with significant experience within that field of study. The College provides online support services to its more than 2,000 enrolled students, including professional advising services and access to online tutoring, bookstore, library, registration and account services. There are over 16,000 Charter Oak State College Alumni.

Currently approximately 82% of the student body are Connecticut residents. 69% are women. The average age is 38 years old. 94% are undergraduate students.

In addition to its own degree programs and courses, Charter Oak State College grants credits for courses from regionally accredited institutions, as well as accepts credit from college-level examinations, non-collegiate courses evaluated by the American Council on Education (ACE) or National College Credit Recommendation Service (NCCRS) and ACE evaluated military credit. The College awards five degrees: The Associate in Arts, the Associate in Science, the Bachelor of Arts and the Bachelor of Science, and a Master of Science. It’s degree programs center around Health Care, Business, Law Enforcement and Early Childhood Education. The College most recently launched an online Master of Science in Health Care Administration and plans to launch a Master of Science in Health Informatics in the Fall of 2020.

**III Scope of Services:**

Charter Oak State College is seeking a market research firm with experience in higher education to conduct research that will provide the College with reliable data from which to make strategic and informed decisions regarding viable out of state markets for future enrollment and recruitment efforts based on the College’s current product line at both the Undergraduate and Graduate levels.

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The College specifically seeks a market research firm to provide the College with data that supports the selection of five (5) potential Out of State Markets (regions or designated market areas (DMA's)) that exhibit the most potential for Charter Oak's marketing and enrollment efforts surrounding its current product line of undergraduate and graduate degree programs. Related to the College's current product line and out-of-state market/geographic focus, the College seeks data on geographic industry clusters, in-market competitors and in-market identification of prospective student demand. There will be two phases of research.

Phase 1: A report of findings based on secondary research to determine current and predicted (5 years out) out-of-state markets with employment and industry growth trends that sync with the College's current product line, plus a competitor analysis of the relevant academic programs offered by similar online higher education institutions serving adult students as well as on ground in-market competitors serving adult students. Percentage of degree attainment, advertising affordability and travel access should also be considered as factors in market selection.

Specific deliverables for Phase 1 include a comprehensive written report. The report will include an electronic file of the raw data as well as an in-depth analysis of the findings presented and the recommendations as they relate to potential out of state market opportunities for the College. The selected firm may need to develop a list of more than 5 potential target markets prior to executing Phase 2.

Phase 2: A quantitative study of adults with an associate degree, age 25-54; and adults with a bachelor's degree, age 25-54, in the markets identified in phase 1. The purpose of the study is to determine student demand for the College's slate of academic programs within the target markets identified in Phase 1. Ultimately the research should help match products with student demand in specific out of state target markets. Firms shall evaluate all of the target markets within Phase 1 in order to supply the College with a portfolio of five most potentially lucrative markets for enrollment. Specific deliverables for Phase 2 include a comprehensive written report and an in-person presentation at the College. The report should build on the findings of Phase 1 and include both an electronic file of the raw data findings and a full analysis of the research in total including recommendations for the College.

### **IV General Requirements:**

Supplier experience in higher education market research is required.

Phase 1 data will be generated solely by the market research firm. Phase 2 data will also be generated solely by the market research firm. Any outside costs related to list procurement must be noted within bid. Suppliers will develop the survey instrument to be utilized in Phase 2, in consultation with and approved by the College. In the Response Requirements below, the supplier will indicate if the sampling size requires any adjustment to provide the College with confident (statistically reliable) recommendations.

Charter Oak State College's Director of Marketing and Director of Admissions will serve as points of contact for the supplier engaged to perform the research.

### **V Response Requirements:**

Proposers must answer all the questions and supply all required materials to be considered.

1. The Name and location of your company.

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2. The location of the office that will be serving Charter Oak State College.
3. A brief general description of your business, including the primary line of business.
4. The number of years your company has been in business.
5. If your company a subsidiary of another corporation and if so, the name of the parent company.
6. The number of personnel employed by your company.
7. Eligibility of State of Connecticut Small Business or Minority Business Enterprise, if applicable
8. Client Base
9. All bidders must disclose any pending litigation or debarment involving the bidding firm related to duties to be performed within this RFP. Disclosure will be a factor considered when evaluating bidders, but failure to disclose will cause rejection of your bid.
10. Outline how Phase 1 and Phase 2 research would be accomplished.
11. Provide case studies of previously performed higher education research projects.
12. The percentage of your total client base is made up of public and private higher education institutions.
13. Team servicing the Charter Oak account (Name, Title, Background, credentials) of principle members
14. A list of similar projects in type and scope completed by team members. Provide a name and phone number of a team contact for each project.
15. Vendors should describe three (3) similar projects performed within the last three (3) years, which best characterize the team's capabilities. Please outline achievements you generated in those projects.
16. Describe firm's resource's available to perform the work for the duration of the project and other on-going projects
17. Indicate any activities you may outsource, and to whom.

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

1. Provide a list of three (3) references for the prime consultant and major sub consultants. Please include the reference's name, contact person with phone number and email address.
2. Organization name and location
3. Starting date of service
4. Relevant volume statistics
5. Contact name, title and telephone number
6. The references must be relevant to services performed in the last 36 months.

### **VI Time Frames and Instructions for submission of Proposals:**

**Responses to this RFP must be received by February 28, 2020 by 2:00 PM EST.**

One (1) original printed and two (2) print copies and one (1) PDF digital copy of complete proposal shall be submitted to the attention of:

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Business Office-Purchasing  
**Re:** Enter RFP022820.  
Charter Oak State College  
85 Alumni Road  
Newington, CT 06111-1802

Any proposal received after the stated date and time will not be opened and will be rejected. Charter Oak is not responsible for delivery delays or errors by any type of delivery carrier. Bidders of rejected bids will have 30-days to retrieve their rejected proposal otherwise they may be destroyed by the state. Please Note: Faxed, E-Mailed, or late responses will be automatically rejected.

RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. The supplier's name and address must appear on the envelope.

### **Questions**

All questions and requests for clarification must be in writing and submitted by March 6th, 2020 and should be directed to [bid@charteroak.edu](mailto:bid@charteroak.edu). Include the RFP#**COSC022820** in the subject line. No verbal questions will be accepted or answered. Any amendments or answers to submitted supplier's questions will be made available on the State of Connecticut Contract portal, same location where previous RFP was posted, on or before March 13, 2020.

The College proposal evaluation team expects to evaluate proposals during the month of March.

The dates noted above are estimates. Charter Oak has the discretion to change these dates during any point of the RFP process.

### **VII Conditions:**

1. All communications concerning this solicitation are to be in writing and directed to: Carolyn Hebert, [bid@charteroak.edu](mailto:bid@charteroak.edu). Proposers are not permitted to communicate with Charter Oak's 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.
2. Proposer shall bear any, and all costs incurred in responding to this RFP.
3. The Proposer will not make substantial changes in the State of Connecticut terms and conditions.
4. Disqualification of Proposals  
CSCU reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.  
Proposer may be disqualified, and the proposal automatically rejected for any one or more of the following reasons:

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- a. The proposal shows noncompliance with applicable law.
  - b. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
  - c. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
  - d. The Contractor is debarred or suspended.
  - e. The Contractor is in default of any prior contract or for misrepresentation
5. Payment: All payments made by the State of Connecticut to the Contractor will be made after the service has been performed; on a monthly basis, if applicable. Terms of the contract and any purchase order issued under said contract will be Net 45 days. Prices must remain firm from date of award through the entire contract period.
  6. Charter Oak reserves the right to award in part, reject any and all proposals in whole or in part, award to multiple contractors, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of Charter Oak is served. Charter Oak reserves the right to negotiate with any bidder prior to awarding a contract, and to negotiate with any contractor during the life of any subsequent contract.
  7. Note a Supplier must not subcontract any portion of this RFP or any resulting contract without the express written approval of COSC.
  8. The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State of Connecticut. Such taxes must not be included in prices.
  9. Charter Oak 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 will be served. Should Charter Oak 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.
  10. 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. Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be non-compliance.
  11. Under no circumstances will Charter Oak enter into a contract which requires Charter Oak, CSCU or the State to agree to indemnify another party or agree to binding arbitration.

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12. Charter Oak reserves the right to negotiate more favorable pricing based on at-the-time market conditions, scale of purchase, and time. Such pricing will be outlined in the Statement of Work (SOW), which will fall under the master agreement
13. Ownership of Proposals—All Proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (Re: Freedom of Information).
14. Ownership of Subsequent Products—Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State unless stated otherwise in the RFP or contract.
15. Timing and Sequence—Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
16. Stability of Proposed Prices—Any price offerings from suppliers must be valid for a period of 120 days from the due date of supplier Proposals.
17. Negotiations of RFP—Any negotiations made between a supplier and the agency or employee must be formalized by a written agreement.
18. Amending or Canceling Requests—The State reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the agency and the State.
19. Rejection for Default or Misrepresentation—the State reserves the right to reject the Proposal of any supplier, which is in default of any prior contract or for misrepresentation subsequent to a hearing before the agency.
20. State’s Clerical Errors in Awards—The State reserves the right to correct inaccurate awards resulting from its clerical errors.
21. Rejection of Qualified Proposals—Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
22. Supplier Presentation of Supporting Evidence—A supplier, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the Proposal.
23. Inspection of Proposals and Confidential Information  
Charter Oak treats Proposals as confidential until after a contract is finalized. At that time, they become subject to disclosure under the Freedom of Information Act. CSCU is a public entity and

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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 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 have any liability for the disclosure of any documents or information in its possession which the Charter Oak believes are required to be disclosed pursuant to FOIA or other requirements of law.

### 24. Insurance

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

### 25. This is a Request for Proposals **ONLY** and is **NOT** an authorization to begin or provide any services.

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26. Extension of Award: Note that any resultant agreement(s) shall be extended to all seventeen (17) institutions within the Connecticut State Colleges and Universities System, which along with Charter Oak State College includes four (4) Universities and twelve (12) Community College. Awarded Contractor(s) shall offer and extend the agreement(s) and all of its terms (including pricing) to these institutions. For a listing of the institutions to be included, please visit the Connecticut State Colleges and Universities System website at [www.ct.edu](http://www.ct.edu).

27. SBE/MBE/WBE Preference

This Request for Proposals does **NOT** have Set-Aside restrictions. However, preference **WILL BE GIVEN** to companies who participate in the Set-Aside program for Connecticut **SBE/MBE/WBE** businesses currently registered with the State of Connecticut Supplier Diversity Program. A Copy of your current certification **MUST** accompany your response to this Request for Quotation if you claim Set-Aside privileges.

28. Affirmative Action Requirements

The Board of Regents through Charter Oak State College (COSC) is committed to Equal Opportunity and Affirmative Action and will not knowingly do business with any bidders, contractors, subcontractors or suppliers of materials who engage in acts of unlawful discrimination. Hence, in accordance with Administrative Regulations Sections 46a-68-35 “Affirmative Action By State Government” and 4-114a-1 through 4-114a-18 “Contract Compliance” as administered by the Commission on Human Rights and Opportunities (CHRO), COSC encourages bidders, contractors, subcontractors, and suppliers of materials to develop and implement Affirmative Action Plans.

Further, contractors with 50 or more employees are expected to have or develop a written Affirmative Action Plan addressing identified underutilization of minorities and women. Contractors with fewer than 50 employees are expected, at a minimum, to develop a written Affirmative Action Policy Statement.

In accordance with CHRO Regulations concerning contract compliance procedures for state agencies, this Packet was prepared to assist all bidders for contractual services to comply with legally mandated application procedures. All bidders must read and complete the appended forms where appropriate.

The appended documents and forms are the following:

1. Affirmative Action Policy Statement of the Board of Regents/Charter Oak State College;
2. Notification to Bidders;
3. Bidder’s Contract Compliance Monitoring Report

Submit the completed forms along with your proposal or bid to the person or office identified in the request for proposal. Affirmative Action Office: (860) 515-3760



**AFFIRMATIVE ACTION POLICY STATEMENT**

The Board of Regents through Charter Oak State College recognizes its responsibility to the principles of affirmative action and equal opportunity and is committed to ensuring that these principles are carried out by Charter Oak State College with conviction and effort. We also recognize that the purpose of this commitment to affirmative action is to overcome the present effects of past discrimination. A detailed results-oriented program must be implemented to combat such discrimination and achieve affirmative action.

The Board of Regents is the governing board for Charter Oak State College and, as such, is a constituent unit of the state system of public higher education.

As President of Charter Oak State College, I pledge this affirmative action and equal employment opportunity program as an immediate and necessary agency objective. I am fully committed to the successful implementation of the program's objectives, provisions and procedures. Annual evaluations for managerial staff will include assessments of responsibilities to these provisions. This plan and future ones shall evidence my commitment to achieve the goals and timetables as identified.

There are major differences between Equal Employment Opportunity and Affirmative Action:

Equal Employment Opportunity means showing neutrality with regard to race, color, sex, national origin, religion, marital status, ancestry, age, disability, mental retardation, present or past history of mental disorder or criminal record of employees or applicants (a/k/a protected groups) in an employment context or decision;

In contrast, Affirmative Action is necessary because it helps guarantee the full and fair employment participation of protected classes by requiring the agency to do above and beyond normal employment practices in order to correct any imbalance in the work force.

This Policy Statement is based on the spirit and letter of state and federal anti-discrimination laws, regulations and executive orders. Enclosed is an attachment of these laws, which mandate and regulate our plan and program.

In accordance with the attached legal requirements, every agency staff member will share in the responsibility to implement this policy in all aspects of the employment process, including recruitment, selection, compensation, assignment, promotion and up-grading, training, transfer, discipline, termination, layoff and recall, and all other terms, conditions and privileges of employment. The Affirmative Action Officer will monitor all activities undertaken in these areas and shall take reasonable action in relation to problems disclosed, such as to make recommendations for policies and procedures which will eliminate actual or potential problems, establish goals and timetables which recognize the race, sex or national origin of employees and applicants for employment.

All members of the Board of Regents and the staff at Charter Oak State College shall ensure that no person shall be excluded from participation in, denied benefits of, or otherwise be discriminated against under any program because of his/her race, color, sex, national origin, religion, age, handicap or marital status. Additionally, we will not knowingly use the services of, patronize, nor otherwise deal with any business, contractor or agency that engages in acts of unlawful discrimination. We are committed to recognizing the hiring difficulties experienced by the physically disabled and by older persons. Program

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goals and timetables will be established to overcome the present effects of past discrimination, if any, to achieve the full and fair utilization of physically disabled and older persons in the work force.

Sexual harassment, another form of sex discrimination, will not be tolerated in any work place overseen by the Board of Regents and Charter Oak State College. Sexual harassment is a violation of Section 703 of Title VII of the Civil Rights Act and Section 46a-60(8) of the Connecticut General Statutes. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constitute sexual harassment, when (1) submission to such conduct is made either explicitly or implicitly a term or condition of any individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment shall constitute grounds for disciplinary action.

Rowena McGoldrick, Associate Manager, Personnel & Business Services shall serve as the agency's Affirmative Action Officer and have the responsibility for development and implementation of the agency's Affirmative Action Plan. He is located at 55 Paul J. Manafort Drive, New Britain, CT 06053, and may be reached at (860) 515-3760.



Ed Klonoski  
President, Charter Oak State College



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

CHECK ONE: [ ] Initial Certification [ ] 12 Month Anniversary Update (Multi-year contracts only.)
[ ] Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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

§ 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Printed Name of Authorized Official**

**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

If YES: Name of Former State Agency Termination Date of Employment

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

My Commission Expires



STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION – Affidavit

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

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

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

an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth I certify that I am authorized to execute  
and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut  
General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court/  
Notary Public**

\_\_\_\_\_  
**Commission Expiration Date**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT  
COMPLIANCE REGULATIONS**

**NOTIFICATION TO BIDDERS**

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 bidders, 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 bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an Affirmative Action Plan;
- (b) the bidder’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 bidder’s promise to develop and implement a successful Affirmative Action Plan;
- (d) the bidder’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 bidder’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.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER 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 bidders’ 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 bidders’ 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 ten 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.

<p><b>MANAGEMENT:</b> 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.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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.</p> <p><b>COMPUTER SPECIALISTS:</b> 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</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> 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.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> 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.</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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.</p> <p><b>MATERIAL MOVING WORKERS:</b> 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 offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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1) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><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.</p> <p><u>Black</u> (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><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.</p> <p><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.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

PART I - Bidder Information

(Page 3)

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes No _____ -Bidder 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 _____
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes No _____
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder 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 _____	12. Does your company have a written affirmative action Plan? Yes No _____ If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? 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. _____ _____
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes No _____	

Part III - Bidder Subcontracting Practices

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 _____

PLEASE COMPLETE NEXT PAGE

PART IV - Bidder Employment Information

Date:

(Page 4)

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											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				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
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service				Work Experience		
Private Employment Agencies				Ability to Speak or Write English		
Schools and Colleges				Written Tests		
Newspaper Advertisement				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		

Certifications (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER 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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**1. 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. 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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

**3. 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.

**4. 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.

#### 5. Termination:

- (a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
  - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the College for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the College is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the College may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

6. Entire Agreement:

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

7. Nondiscrimination:

The following subsections are set forth here as required by section 4a-60 and 4a-60a of the Connecticut General Statutes:

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (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, mental retardation, 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 insure 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other

reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### 8. 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 the applicable parts of Executive Order No. 7C of Governor M. Jodi

Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

#### 9. Contracting with State Employees or Related Family/Business

Section 1-84 (i) of the Connecticut General Statutes prohibits the College to engage in contracts over \$100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

#### 10. 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 the State Contracting Agency at reasonable times.

#### 11. Assignment:



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

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

13. Confidential Information

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

14. FERPA:

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

15. SEEC:

For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Notice below.



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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(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

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### 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.

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### 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.

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### 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.

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### 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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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## DEFINITIONS

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"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.

16. Summary of State Ethics Laws:

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

17. Whistleblower:

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

18. Disclosure of Records:

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