

**Request for Proposal (RFP) CSCU-1810**

**CALL CENTER SERVICES**

**Proposal Due date: June 8, 2018 by 2:00 PM EST**

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## I. Statement of Objectives

The Connecticut State Colleges and Universities (“CSCU”) seeks proposals from experienced and qualified organizations to provide **Call Center Services** in accordance with the Scope of Work specified in this Request for Proposal (RFP). CSCU desires to partner with a company to provide telephone, chat and e- mail support services to handle calls for Student Support Services (e.g., Admissions; Advisement; Financial Aid; Bursars Office and/or Registrar, Referral Services, and general Institution information). Proposals should address these areas. While the above named services are separate functional areas within CSCU, transparent Student Support Services call support is required for anyone requesting assistance. Services are required to support students, faculty and staff. CSCU is looking for a tiered business model that will include clear escalation policies, knowledge management, service level agreements, data analytics, metrics and extended hours of support. In addition to the response component, proposals should define how the selected vendor will reach out to student prospects based on lists provided by CSCU, as well as to students identified through leads generated by CSCU recruitment and marketing campaigns.

## II. Background

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

**Institutions.** Collectively, the Connecticut State Colleges and Universities maintain distinct mission statements to serve their constituents while collectively working to achieve a system-wide vision and mission. The current college and university enrollment exceeds 90,000 students. For purposes of this RFP, the terms “college” and “institution” are synonymous. CSCU institutions are located throughout the State of Connecticut and are as follows:

• CSCU System Office	SO	Hartford
• Asnuntuck Community College	ACC	Enfield
• Capital Community College	CCC	Hartford
• Central Connecticut State University	CCSU	New Britain
• Charter Oak State College	COSC	New Britain
• Eastern Connecticut State University	ECSU	Willimantic
• Gateway Community College	GCC	New Haven and North Haven
• Housatonic Community College	HCC	Bridgeport
• Manchester Community College	MCC	Manchester
• Middlesex Community College	MxCC	Middletown and Meriden
• Naugatuck Valley Community College	NVCC	Waterbury and Danbury
• Northwestern CT Community College	NWCC	Winsted
• Norwalk Community College	NCC	Norwalk
• Quinebaug Valley Community College	QVCC	Danielson and Willimantic
• Southern Connecticut State University	SCSU	New Haven
• Three Rivers Community College	TRCC	Norwich
• Tunxis Community College	TCC	Farmington and Bristol
• Western Connecticut State University	WCSU	Danbury and Waterbury

For more information, visit the CSCU website <http://www.ct.edu/>

## III. Scope of Services

CSCU operations require a high level of customer service support in Student Support Services functions. The types of call center support services required of the successful offering firm include telephone, email and chat coverage. Student Support Services support the academic, social and financial transactions for all students from initial application through goal completion, and beyond.

## 1. **Key Project Deliverables**

Key project deliverables for the implementation and operation of an effective call center to support the functional areas identified in this Request for Proposal are those identified in this Section III - Scope of Work. The successful proposer will be the one that most ably demonstrates the ability to (a) meet all due dates and comply with the terms and conditions of this RFP, (b) handle the indicated call volumes (peak and annual) while meeting/exceeding the minimum service standards, (c) effectively interface with all necessary Institution technology platforms, and (d) appropriately address the topics, issues and concerns identified by the various functional areas.

## 2. **Description of Student Support Services**

CSCU expects to phase in participation of the institutions adopting call center services until all 12 college campuses are being served by the vendor. CSCU will define the timetable for participation by the colleges before implementation. At launch of operations, CSCU expects to have no more than 6 college campuses employing the call center services, with the rest of the campuses coming on line sometime in year 2 of operations. Adequate notice of the addition of colleges will be provided the contract awardee before they are added.

Staffing will occur during normal hours of operation (Monday-Thursday 8am-9pm, Friday 8am-8pm, Saturday 8am-5pm and Sunday 10am-5pm). Participating colleges will forward all incoming calls from at least any or all of the following college departments or functional areas: Admissions; Advisement; Financial Aid; Bursars Office and/or Registrar for handling by Contractor.

### **A. Call Center Services**

#### **Inbound Call Center shall:**

1. Perform Tier 1 and some Tier 2 (as agreed upon) call center services for inbound calls to the community colleges. Tier 3 requests that require subject matter experts (SMEs) will be ticketed and escalated to the appropriate campus department.
2. Ticketing of all incoming support requests within the CSCU ticketing system via telephone call or live chat feature.
3. Students will be authenticated prior to the conversation being completed, so as to comply with FERPA regulations.
4. Special project: Include telephone, live chat, text, and web services to assist future students with information sessions and guidance on programs and on how to complete the application process.
5. CSCU System Office will provide single sign-on, read-only access to required pages in the Banner student information system (for Tier 2 work).
6. Development of a Run Book (work-flow processes) through knowledge transfer with school SMEs.
4. Escalation and management of complex issues through the ticketing environment.
5. The call center will follow up with students who have a ticket escalated to the college department within two (2) business days if the college department has not responded to the ticket confirming that the issue has been resolved. (Note: two business days are based on the hours of operation of the college department).
7. Development of an (internal) Knowledge Base housed within the ticketing environment.
8. Regular meetings and quality checks by vendor's account support staff with department Directors or assigned staff members.
9. Monthly campus ticket reports (once a campus is live) to track call volume, identify call trends and pinpoint areas for improvement.

#### **Outbound Calls shall:**

1. Call center will make proactive outbound calls to specific groups of prospects, students, or former students for the purposes of gathering data and/or prompting such person to take specific actions, including but

not limited to unpaid tuition, missing student documentation, students' expressed intention not to enroll for the following semester, students expecting to drop out. Specific areas for Contractors action or response will be defined by each college administration.

2. Call lists to be derived from the student information system (i.e., Banner).
3. Place outbound calls from a phone line that is branded "Connecticut Community Colleges".
4. Create and retain documentation of all outbound calls within the CSCU ticketing system.
5. Develop a script through knowledge transfer with campus staff.
6. Develop and deploy a speedy process for escalation and management of complex issues through the ticketing environment and warm transfer to applicable college when possible.
7. Create tickets for each student on the call list. A maximum of three outbound attempts to make contact with the person will be made and documented within the ticket.
8. In conjunction with recruitment and marketing campaigns to be launched by CSCU, the selected vendor will be required to respond to leads generated by these campaigns and pursue prospects generally through lists created by CSCU enrollment management staff.

#### Data Collection:

Real time data will be available at the detail and summary level from the phone system, the online form and the ticketing system. Reports will be generated at Institution and System level. Typical summary reports by day, week, month and year will include:

Typical summary reports will include:

1. Number of inquiries for a period of time and source of the inquiry
2. Number of outbound contacts for a period of time
3. Number of escalations to the institution for a period of time
4. Number of abandoned calls
5. Average talk time
6. Average response time
7. Average handle time

Typical detail reports will include:

1. Lead/Student name, masked CommNet ID and contact information, status, and nature of call.
2. Lead/Student name, masked CommNet ID and contact information, and action/follow up needed by the institutional SME's.

Additionally, ad-hoc report requests by CSCU System Office may be requested. CSCU System Office will provide access to Banner queries detailing the status of the inquiries (have they filled out the application, applied for funding, registered, etc.). These reports will be used to create outbound call lists as well as a barometer of where processes can be improved.

#### **B. Support Services Definition**

The following standard tier definitions will apply to the services provided:

##### Tier Definition

**Tier 1 support** consists of the following:

1. Inbound calls or support requests defined as "How To"/"Frequently Asked Questions" and can usually be found on each college's website or through knowledge of institutional processes.
2. Outbound calls designed to prompt a specific action or gather specific data from the target group, respond to leads, and move prospects to enrollment.

**Tier 2 support** also includes providing account status information. This type of support would require read-only access to Banner or other related systems so help desk staff can inform students of their current status.

**Tier 3 support** can be defined as complex questions that require a level of expertise found among the campus staff. Tier 3 questions will be escalated to appropriate campus department or staff member.

Escalation

1. Call Center will serve as Tier 1 and Tier 2 as agreed upon for all inbound support requests and outbound campaigns. In the event that a call evolves into a support or advising request that cannot be resolved by Tier 1 or Tier 2, the service ticket will be escalated to the appropriate department as Tier 3.
2. Call center will act as liaison between the student and the functional support units (Tier 3) in the event a request requires escalation.
3. Call center will follow up with students who have a ticket escalated to the college department within two (2) business days if the college department has not responded to the ticket confirming that the issue has been resolved. (Note: two business days are based on the hours of operation of the college department).

**C. Service Availability**

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

Normal Hours of Operation:

1. Services requested by CSCU System Office will be handled 7 days per week, with the exception of seven (7) State holidays (Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, New Year's Day, Labor Day and Easter Day).
2. Live service is available from (Monday -Thursday 8am-9pm, Friday 8 am- 8 pm, Saturday 8am-5pm, and Sunday 10am-5 pm).
3. Contractor reserves the right to adjust the Call Center hours to accommodate the greatest overall customer need.

Scheduled System Downtime:

1. Scheduled ticketing system maintenance will occur once a year if needed. Contractor will notify CSCU System Office 60 days prior to this maintenance, and it will occur during an agreed upon maintenance window.
2. If a security vulnerability is identified within the hardware, operating system or software application, Contractor reserves the right to take immediate action to mitigate risk to student data. Actions may include unscheduled suspension of services to implement corrective measures such as an emergency patch/update. Contractor will provide as much advanced notice as possible.
3. Describe your procedures for mitigation against security data security breach, especially regarding PII/DCL3 data, and for remediation of such breach as might occur. For context, refer to RFP Section VI.6 and to Attachment J.

**D. Key Performance Indicators**

The following criteria will be used to measure the success of the services provided:

1. 85% or higher First Call Resolution rate (we will answer callers' questions without having to escalate)
2. 30 seconds or less Average Speed to Answer for inbound calls and chats
3. 15% or less escalation to campus SME's for Tier 3 questions
4. 10% or better Abandoned Call Rate.
5. Proposer's Call Center uptime percentage.

**E. Historical Call Volume**

The following is a summary of the CSCU call contact volume by functional area during FY2018:

1. Student Accounts (current Call Support Center figures): 165,700 annually inbound calls and 19,000 outbound calls annually.
2. The Institution's peak call volume is concentrated in the months of Mid-July, August, Mid-September, January, and May.

**F. Technical Requirements**

Systems which CSCU uses to support Student Support Services include the following:

1. Ellucian Banner Student Information System/ERP;
2. Blackboard LMS;
3. Microsoft Outlook 2016 for faculty and staff;
4. OS distribution on CSCU computers: 25% Windows 10; 65% Windows 7; 10% Mac OS;
5. Irrespective of institution, online students are accessing via myriad device types, OS, browsers, ISPs, email systems/clients, application softwares, et al; and
6. Federal websites required by the U.S. Department of Education and Veteran’s Administration.

**3 Functional Area Topics to be addressed:**

The following topics, issues and questions have been generated by employees in the various functional areas affected by this RFP and should be addressed as an integral part of the Scope of Work. Proposals should speak to the items below clearly and succinctly:

**A. Describe the offering firm’s background and experience:**

1. Relevant call center experience specific to each of the types of services requested;
2. Experience in serving higher education students and/or public sector clients;
3. Qualifications of call center staff to handle support responsibilities;
4. Experience serving Banner/Blackboard customer environments;
5. Background checks which Call Center employees undergo a prior to hiring;
6. Security and training measures taken to properly handle confidential student information including FERPA;
7. Support for ADA compliance, including any limitations;
8. Call center staffing – do your sites or offerings include multiple locations or home-based staff; and
9. Links to any demonstrations/simulations of your service.

**B. Describe the following service elements of the offering firm:**

1. How the firm would build a centralized call center to support anticipated call volume;
2. Detailed implementation plan and timeframes;
3. Provide a detailed training plan and timeline for all new hires.
4. How representatives handle contacts that include multiple student service and/or support issues;
5. Measures the firm takes to ensure confidentiality and security in dealing with personal data in relation to FERPA, to meet federal financial aid compliance regulations and ADA considerations;
6. How the firm maintains the representatives’ level of training for the duration of the contract;
7. How a “knowledge base” will be maintained to ensure relevance and how utilization of knowledge base articles will be tracked; how representatives maintain/update knowledge base; details regarding CSCU access to the knowledgebase and/or written procedures;
8. How staffing will be managed during call volume peaks;
9. How callbacks will be handled and resolution tracked;
10. How service escalations occur, and what will be done to track resolution;
11. What ticketing system is used by the firm, and whether or not it integrates with other vendors’ solutions;
12. Outline experience with non-English speaking customers and proposed resolution process;
13. Detail plans for initial and ongoing training and development and how that training will be tracked;
14. What is the training approach for regulatory compliance and updates to Title IV regulatory issues;
15. Will calibration calls be part of the proposed services, and if yes, what is the proposed schedule?
16. Are telephone all calls recorded?
  - If so, how long will client have access to retrieve them and how long will the calls be archived?
17. Are the chat logs recorded in the ticketing system?
  - If so, how long will client have access to retrieve them and how long will the logs be archived?
18. What quality assurance tools are used to access the telephone conversations?
19. Outline organizational criteria to assess representatives’ knowledge and ability to perform;
20. Are international locations proposed;
21. Will software/hardware or licensing purchases be required;
22. Will training additional staffing for peak volume be an additional cost;

23. What assessment tools are used to determine representative's knowledge, as well as steps taken if knowledge is deficient;
24. Response to and remediation of underperforming representatives;
25. What is the existing or proposed conflict of interest methodology for employees who become CSCU students or are family members of CSCU students; and
26. In addition to the above, please list and describe any other services that you may offer such as may be related and may enhance elements defined in the Statement of Work.

**C. Describe how metrics and reporting will be handled:**

1. List all metrics to be captured, frequency of capture and how the data will be accessed;
2. How monthly and annual service level metrics will be provided;
3. Will the data be able to have custom built reports to satisfy the clients request;
4. Will there be different data sets for inbound transaction and outbound call campaigns;
5. How long customer interactions are stored for quality tracking purposes;
6. How employee performance is measured, including corrective action, recognition, and performance measurements. Describe the process whereby CSCU can request removal of a customer service representative for poor performance; and
7. How customer satisfaction is tracked and handled. Please provide examples of periodic surveys used for students, faculty and staff.

**D. Company Background and Financial Capability**

1. Provide the name and address of proposing company and the names of all the owners or principals of the company or corporation, the location and address of the office that will be serving CSCU, and the number of years proposer has been in business under this name. If a subsidiary of another entity, include the name of the parent entity.
2. Provide the name, title, telephone number, and e-mail address of the appropriate person to contact concerning the proposal.
3. **References from a minimum of (3) clients of similar size and complexity** currently under contract with your company shall be provided, and such references must indicate that high quality of services has been consistently performed. Provide the length of time at each account, and the name, title, address, telephone number, and e-mail address of contact person for each.
4. Provide a history of contracts entered into with all colleges and universities over the last three (3) years
5. History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
6. Demonstration of ability to comply with State of Connecticut contracting statutes and regulations, and the provisions of Attachment I.
7. History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.
8. Provide other such information as the proposer deems pertinent for consideration by CSCU. Please note that supplementary information may be requested by CSCU to assure that the proposer's competence, business organization, and financial resources are adequate to successfully perform the specified service.
9. Each proposal must include a table of contents with page numbers for each required component of the proposal, with sufficient detail to facilitate easy reference to all requested information. Proposer's information should be prepared simply and economically, providing a straightforward, concise description of how each requirement will be met. Emphasis should be on completeness and clarity of content.
10. Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. CSCU reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

11. Complete each of the forms found in Attachment A through G.
12. **PROPOSERS MUST CERTIFY THAT PROPOSAL PRICING WILL REMAIN VALID FOR A PERIOD OF 120 DAYS FROM THE PROPOSAL DUE DATE**

#### **IV. Evaluation of Proposals**

##### **Evaluation**

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

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

##### **Criteria**

Each proposal will be evaluated based on the following criteria:

1. The offering firm's ability to meet or exceed service level expectations, technical support requirements and functional area concerns as detailed in Section III - "Response to Scope of Work" portion of the proposal;
2. The offering firm's total financial proposal as detailed in "Attachment A –part II – Fee Schedule" and appropriate supporting financial documentation;
3. The offering firm's experience, background and financial stability as detailed in Section III - D portion of the proposal; and
4. The offering firm's detailed implementation plan and timetable, experience with projects of similar type and magnitude, and familiarity with public sector organizations, notably higher education institutions as detailed in Section III portion of the proposal.

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

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

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

##### **1. Submission of Questions**

Proposers may submit questions or requests for clarification via email to Douglas Ginsberg, Associate for Contract Compliance and Procurement, at [ginsbergd@ct.edu](mailto:ginsbergd@ct.edu) with a copy to Sharon Kromas [kromass@ct.edu](mailto:kromass@ct.edu). **THE DEADLINE FOR SUBMISSION OF QUESTIONS IS May 21, 2018 by 2:00 pm Eastern Standard Time.** No telephone or verbal questions will be answered or entertained.

Questions, with answers, will be posted on the Connecticut State Colleges and Universities website, [www.ct.edu/about/rfp](http://www.ct.edu/about/rfp) on or before **May 25, 2018**. **It is the responsibility of proposers to visit the website to retrieve the questions and answers.** Proposers should visit this website frequently prior to the due date for possible addenda in addition to questions and answers.

##### **2. Instructions for Submission of Proposals**

Submit one clearly marked original signed proposal and one copy, along with two electronic copies on a CD or USB flash drive, in a sealed envelope or package. The outermost envelope or package containing the proposal must be

marked: “**CSCU-1810- Call Center Services**” to allow for proper identification. E-mailed or faxed proposals are not acceptable and will be rejected.

**PROPOSALS MUST BE RECEIVED BY THE CSCU CONTRACT COMPLIANCE AND PROCUREMENT DEPARTMENT NO LATER THAN JUNE 8, 2018, by 2:00 pm Eastern Standard Time.** Deliver proposals to:

Douglas Ginsberg  
Associate for Contract Compliance  
Connecticut State Colleges & Universities  
61 Woodland Street  
Hartford, CT 06105

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

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

A public proposal opening will take place on **June 8, 2018, 2:15 pm** at 61 Woodland Street, Hartford, CT 06105. At that time, a representative of the Contract Compliance and Procurement Department will announce publicly the names of those firms submitting proposals. **There will be no discussion of any proposal submitted and no other public disclosure will be made until after the full execution of a contract.** Attendance at this proposal opening is not mandatory.

### **3. Contract Award and Project/Program Deployment**

Project timeline calls for contract to be awarded from this RFP in July 2018, with an ensuing implementation period toward Call Center services becoming operational for October 2018.

## **VI. Conditions**

### **1. Restriction on Communications**

All communications concerning this solicitation are to be in writing and directed to: Douglas Ginsberg, [ginsbergd@ct.edu](mailto:ginsbergd@ct.edu), (860)723-0107. Proposers are not permitted to communicate with the Institutions faculty and / or staff regarding this solicitation during the period between Request for Proposal issue date and the announcement of award(s), except during any interviews or demonstrations requested by CSCU.

### **2. Insurance**

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

### 3. **Costs for Proposal Preparation**

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

### 4. **Disqualification of Proposals**

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

Proposer may be disqualified and the proposal automatically rejected for any one or more of the following reasons:

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

### 5. **Rights Reserved**

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

### 6. **Compliance with State and Federal Laws and CSCU Policies**

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

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

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

### 7. **Inspection of Proposals and Confidential Information**

CSCU treats Proposals as confidential until after a contract is finalized. At that time, they become subject to disclosure under the Freedom of Information Act. CSCU is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(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. CSCU has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CSCU have any liability for the disclosure of any documents or information in its possession which the CSCU believes are required to be disclosed pursuant to FOIA or other requirements of law.

**8. Contract Invalidation**

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

**9. Fees**

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

**10. RFP Terms and Conditions**

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

**11. Supplemental Information**

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

**12. Meetings with Proposers**

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

**13. Miscellaneous**

- A.** Late, E-Mailed or faxed proposals are not acceptable and will be rejected. The CSCU is not responsible for delivery delays or errors by any type of delivery carrier.
- B.** Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award will be made to the responsible proposer who is determined to be the most advantageous to CSCU. Cost, although an important consideration, will not be the sole determining factor.
- C.** Proposer warrants that: proposer did not participate in the RFP development process, did not have knowledge of the contents of this RFP prior to its issuance, that its proposal was not made in connection with any competing proposer submitting a separate response to this RFP, and that the proposal is submitted without collusion or fraud of any kind.

- D. Any alleged oral agreement or arrangement made by a proposer with any agency or employee will be superseded by the written agreement.
- E. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- F. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the CSCU may be required at the proposer's expense.
- G. All proposals submitted in response to this RFP become the property of the State of Connecticut, and are subject to the provisions of section 1-210 of the Connecticut General Statutes (Freedom of Information). See Section VI.8.
- H. Any and all prices quoted in a proposal shall be valid for a period of 120 days from the due date of the Proposal.
- I. Any subsequent contract(s) arising from this RFP may be extended to other constituent units of higher education. The use of this award is voluntary and is contingent upon acceptance by the contractor.
- J. Any contract awarded is subject to contract compliance requirements mandated by Section 4a-60 and 46a-68 of the Connecticut General Statutes.
- K. For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment H.
- L. Any contract awarded shall be subject to Executive Orders of the Governor, State of Connecticut:
- Executive Order No. 3 regarding nondiscrimination promulgated June 16, 1971, and to the guidelines and rules of the State Labor Commissioner implementing said Executive Order;
  - Executive Order No. 17, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service;
  - Executive Order No. 16, promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy;
  - Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it.
  - Said Executive Orders are incorporated herein and made a part of this RFP, as though fully set forth herein.

**Connecticut State Colleges & Universities  
Finance Department  
61 Woodland Street  
Hartford, CT 06105**

**CONTRACT  
PROPOSAL**

**THIS FORM MUST BE  
RETURNED WITH  
PROPOSAL**

Please read  
carefully

RFP NUMBER	DATE OF OPENING	TIME OF OPENING	AMOUNT OF SURETY (if required)	DATE ISSUED
CSCU-1810	June 8, 2018	2:15 P.M. E.S.T.	- None -	May 14, 2018
COMMODITY CLASS/SUBCLASS AND DESCRIPTION			PRE-PROPOSAL SITE VISIT:	
Call Center Services			N/A	
CONTACT:		E-MAIL:		
Douglas Ginsberg		ginsbergd@ct.edu		
FOR			CONTRACT PERIOD:	
Connecticut State Colleges and Universities			To be determined	

**REQUEST FOR PROPOSAL**

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

**AFFIRMATION OF PROPOSER**

The undersigned affirms and declares:

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

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

SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL			DOING BUSINESS AS (Trade Name)					
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE			
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL			SOCIAL SECURITY NUMBER		DATE EXECUTED			
	TYPEWRITTEN NAME				TELEPHONE NUMBER				
SIGNATURE WHEN PROPOSER IS A FIRM	NAME (Type or print names of all partners)		TITLE		NAME		TITLE		
	NAME		TITLE		NAME		TITLE		
	DOING BUSINESS AS (Trade Name)			BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL				F.E.I. NUMBER		DATE EXECUTED		
	TYPEWRITTEN NAME					TELEPHONE NUMBER			
SIGNATURE WHEN PROPOSER IS A CORPORATION	FULL NAME OF CORPORATION						INCORPORATED IN WHAT STATE		
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE	F.E.I. NUMBER		
	PRESIDENT			SECRETARY			TREASURER		
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION						TITLE		
	TYPEWRITTEN NAME				TELEPHONE NUMBER			DATE EXECUTED	
FOR ALL PROPOSERS	NAME AND TITLE OF INDIVIDUAL TO CONTACT CONCERNING THE PROPOSAL				E-MAIL		TELEPHONE		

**Fee Schedule**

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

**(To be developed from the successful offeror’s proposal)**

Offering firms should provide the following costs for project implementation (to include planning and service design, training, etc.), ongoing Tier 1 call center support (per call, per minute, etc.) and all other costs such as software licensing, ADA/Spanish speaking services, etc. Sufficient additional detail should be provided for the evaluation committee to clearly identify sources of all costs and expenses. Any costs and expenses not clearly identified as part of the proposal will not be considered at a later date. Prospective vendors should provide complete costing for Student Support Services. Optional costs should be clearly identified as such separately.

Per Call Cost

**Other Call Center Support**

- Implementation and Training
  - All Other Charges
- 

Total Other

---



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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Proposer or Contractor Signature of Principal or Key Personnel Date

Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public



**STATE OF CONNECTICUT**  
**AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

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

**AFFIRMATION:**

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

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Firm or Corporation (if applicable)

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Zip

\_\_\_\_\_  
 Awarding State Agency



STATE OF CONNECTICUT

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

Respondent Name: \_\_\_\_\_

INSTRUCTIONS:

CHECK ONE: [ ] Initial Certification. [ ] Amendment or renewal.

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

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

Check applicable box:

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

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

[ ] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

[ ] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION—Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

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

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**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 and 4a-60a, as amended.

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

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

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

---

Commissioner of the Superior Court/ Commission Expiration Date Notary Public

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

(Revised 09/3/15)

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

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

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

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

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

**INSTRUCTIONS AND OTHER INFORMATION**

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

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

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

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

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

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

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

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

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

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:**

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

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

**INSTALLATION, MAINTENANCE AND REPAIR:**

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

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

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<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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**PROPOSER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Proposer Information**

Company Name Street Address City & State Chief Executive	Proposer Federal Employer Identification Number _____ Or Social Security Number _____	
Major Business Activity (brief description)	<table border="1" style="width: 100%;"> <tr> <td>                             Proposer Identification                              (response optional/definitions on page 1)                               Proposer is a small contractor. Yes ___ No ___                              Proposer is a minority business enterprise Yes ___ No ___                              (If yes, check ownership category)                              Black ___ Hispanic ___ Asian American ___ American Indian / Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___                               Proposer is certified as above by State of CT Yes ___ No ___                         </td> </tr> </table>	Proposer Identification (response optional/definitions on page 1)  Proposer is a small contractor. Yes ___ No ___ Proposer is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian / Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___  Proposer is certified as above by State of CT Yes ___ No ___
Proposer Identification (response optional/definitions on page 1)  Proposer is a small contractor. Yes ___ No ___ Proposer is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian / Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___  Proposer is certified as above by State of CT Yes ___ No ___		
Proposer Parent Company (If any)		
Other Locations in Ct. (If any)		

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

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. _____ 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number.

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)

Yes \_\_\_\_ No \_\_\_\_

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

**PART IV - Proposer Employment Information**

Date:

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

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		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	(X)		
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisemen					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(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 on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seeec](http://www.ct.gov/seeec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**Contract Provisions**

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **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.
7. **Termination.**
  - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
  - b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
    - i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period.

- ii. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.
  - c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.
  - f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
  - g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
  - h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.
8. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.
9. **Nondiscrimination.**
- (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. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 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 it relates to the provisions of this Section and Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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.
10. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit H.
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
14. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.
15. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the **Family Educational Rights and Privacy Act (FERPA)**. For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
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 percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

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.
19. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
20. **Audit Requirements for Federal Grants.** For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.
- For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.
21. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
22. **Contractor's Standards of Conduct.**
- (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
- i. Use or possession of drugs or alcohol;
  - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
  - iii. Smoking in buildings;
  - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
  - v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
  - vi. Unauthorized use of Institution vehicles, equipment or property;
  - vii. Use of University telephones for personal business;
  - viii. Removal or theft of University property;
  - ix. Unauthorized duplication or possession of University keys;
  - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
  - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
  - xii. Interference with the work of other employees;
  - xiii. Work attire other than the specified uniform; and
  - xiv. Loud, vulgar behavior or the use of profanity.

- (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

**CONTRACTOR PROTECTION OF STUDENT OR FACULTY INFORMATION.**

Contractor warrants that the services shall be performed:

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

- “CSCU Confidential Personal Information” (CSCU PII/DCL3) shall mean any nonpublic information such as may be governed by FERPA or other federal law; including and not limited to “Personally Identifiable Information” (PII) or “Data Classification Level 3” (DCL3) data which is defined as any name, number or other information which may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number, or biometric data such as fingerprint, voice print, retina or iris image, or other physical representation. Such CSCU PII/DCL3 data shall not include (i) information that may be lawfully obtained from publicly available sources or from federal, state or local government records which are lawfully made available to the general public, (ii) information that CSCU regularly discloses to third parties without restriction on disclosure; or (iii) information that the Contractor obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.
  - “CSCU PII/DCL3 Breach” shall mean, generally, an instance where an unauthorized person or entity accesses the CSCU PII/DCL3 information in any manner, including but not limited to the following occurrences: (1) and CSCU PII/DCL3 that is not encrypted or protected is misplaced, lost, stolen, or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any CSCU PII/DCL3 that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected CSCU PII/DCL3 together with the confidential process of key that is capable of compromising the integrity of the CSCU PII/DCL3; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department, or the State.
- a. Contractor or Contractor Parties, at their own expense, have a duty to and shall protect from a CSCU PII/DCL3 Breach any and all CSCU PII/DCL3 which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data security program for the protection of the CSCU PII/DCL3. The safeguards contained in such programs shall be consistent with and comply with the safeguards for protection of the CSCU PII/DCL3, and information of a similar character, as set forth in all applicable federal and state law. Such data security program shall include, but not be limited to, the following:
- i. A security program for employees related to the storage, access and transportation of data containing CSCU PII/DCL3;
  - ii. Reasonable restrictions to access to records containing CSCU PII/DCL3, including access to any locked storage where such records are kept;
  - iii. A process for reviewing policies and security measures at least annually;
  - iv. Creating secure access controls to the CSCU PII/DCL3, including but not limited to passwords; and
  - v. Encrypting of the CSCU PII/DCL3 that is stored on laptops, portable devices or being transmitted electronically.
- c. Each Contractor and Contractor Parties shall notify CSCU and the Connecticut Office of the Attorney General as soon as practical, but no later than forty-eight (48) hours, after they become aware of or suspect that any CECU PII/DCL3 which Contractor or Contractor Parties have come to possess or control has been subject to a CSCU PII/DCL3 Breach.
- d. Contractor shall incorporate the requirements of this Section (or requirements that are substantially similar to those contained herein) in all subcontracts with those Contractor Parties having access to the CSCU PII/DCL3 by virtue of their relationship with the Contractor.
- e. Nothing in this Section shall supersede in any manner Contractor’s or Contractor Party’s obligations (if any) pursuant to HIPAA or the provisions of this Contract concerning the obligations (if any) of the Contractor as a Business Associate of the Department.