

**STATE OF CONNECTICUT
Department of Labor**

**Request for Proposals
Retaining Employment and Talent After
Injury/Illness Network (RETAIN-CT)
PHASE 1 PILOT**

**Date of Issue: October 29, 2019
Solicitation# 20DOL3016RTW**

**UPDATE: DEADLINE EXTENSION
Period of Performance Extension
Funding level increase**

**Deadline for responses: ~~November 19, 2019~~
January 10, 2020**

One (1) complete response may be submitted via email or U.S. mail to:

**Karen Quesnel
RETAIN-CT Project Lead
CT Department of Labor
200 Folly Brook Blvd.
Wethersfield, CT 06109
Phone: 860.263.6527
E-Mail: Karen.quesnel@ct.gov**

I. BACKGROUND AND PURPOSE

In September 2018, the Connecticut Department of Labor (hereinafter referred to as "CTDOL") was awarded Phase I funding under the Retaining Employment and Talent After Injury/Illness Network Demonstration Project (hereinafter referred to as "RETAIN-CT"), jointly funded by the U.S. Department of Labor's Office of Disability Employment Policy (ODEP), the Employment and Training Administration, and the Social Security Administration. This project will test the impact of early intervention strategies that improve stay-at-work/return-to-work (SAW/RTW) outcomes of individuals who experience an injury or illness while employed.

To address the problem of growing work disability in the Connecticut workforce, CTDOL has implemented a State-level intervention program designed to improve long-term SAW/RTW outcomes for workers with emerging musculoskeletal concerns. The Phase I pilot is an ~~eighteen (18)~~ **thirty (30)**-month project focused on preventing long-term disability and job loss among workers with musculoskeletal injuries and disorders by providing early return-to-work facilitation and by encouraging best practices in occupational medicine. The project is led by CTDOL and involves other stakeholders, including the University of Connecticut (UConn) Health Center, Capital Workforce Partners (a Local Workforce Development Board), ADNET Technologies (as the RETAIN-CT database developer), community healthcare providers, and other State agencies.

The goals of the program are to:

- build capacity and public-private partnerships necessary to create specialized training for health care providers in RTW planning;
- create a uniform billing system that enables insurance companies to reimburse providers for RTW efforts;
- develop a State-based early RTW coordination program; and
- design metrics for the continuous evaluation and improvement of these systems.

II. ELIGIBLE APPLICANTS

CTDOL is seeking an insurer partner serving claimants in receipt of STD/LTD group disability benefits that meet the project's case identification criteria (outlined in Exhibit C). Each proposal must include a completed FORM RETAIN-CT INS, including the

signature of the authorized signatory of the entity that will be awarded funds and has fiduciary responsibility, as well as the organization's chief medical director or officer.

Proposals must be submitted to the Labor Commissioner and the Applicant may submit proposals for up to ~~two hundred (200)~~ **four hundred twenty-five (425) thousand dollars over** approximately a ~~six (6) month~~ **one (1) year period**. For this Phase 1 pilot project, CTDOLE expects to make one (1) award to an eligible insurer. The General Conditions dated October 1, 2019, are attached and incorporated herein.

III. SCOPE OF WORK

The RETAIN-CT Phase I pilot will target Connecticut individuals in the Greater Hartford region with musculoskeletal disorders who are employed, or at a minimum in the labor force, at the onset of the injury or condition (work-related or non-work-related) and are Workers' Compensation (WC) claimants or STD/LTD claimants. This Request is seeking an Applicant that can identify and include eligible STD/LTD cases for this pilot. Eligible cases are determined by ICD-10 codes or other diagnostic coding, and zip codes identified as in the North Central (Greater Hartford) region (Case Identification, Exhibit C).

Modeled after Washington State's Centers for Occupational Health and Education public-private partnership, RETAIN-CT's overall project design includes the following primary strategies:

- To establish regional RETAIN-CT Training and Consultation Centers. The Phase I RETAIN-CT Training and Consultation Center is UConn Health Center, Division of Occupational and Environmental Medicine as the model to provide specialized training to health care providers.
- To establish a RETAIN-CT database for performance and evaluation data collection and data reporting, with UConn Health Center as the data hub to house and manage the RETAIN-CT.
- To train and certify health care providers in the community who routinely certify injuries and illnesses for receipt of disability insurance benefits to ensure best medical practice and more involvement and support in RTW planning efforts.
- To create and implement new billing codes and payment processes within the RETAIN-CT WC or STD/LTD insurance partner claims division(s) to incentivize providers by reimbursing for RTW planning activities.
- To enlist the services of Telephonic RTW Consultants within the insurance company to initiate early telephonic communication with providers, employers and workers, and provide RTW planning support within the first 30 days of an eligible claim.
- For claimants with a work absence greater than 30 days, provide an opportunity to meet face-to-face with Field RTW Coordinators for access to the services of the workforce system (Capital Workforce Partners). Field RTW Coordinators will provide more intensive employer outreach and RTW planning efforts. The RTW Coordinator

team, trained in RTW/SAW best practices by the UConn Health Center as the RETAIN-CT Training and Consultation Center, will support the workers and the businesses in transitioning to successful RTW/SAW.

In carrying out the role of an insurer partner in the RETAIN-CT project, if awarded, the applicant has the ability to:

- Have representation on RETAIN-CT Executive Leadership and Project Management Teams to provide guidance and oversight in project implementation and evaluation of program effectiveness.
- Designate RTW Consultants to perform activities as outlined in Exhibit A.
- Implement new billing codes and process reimbursements for RETAIN-CT providers billing for RTW planning activities for eligible claimants using RETAIN-CT grant funds (Exhibit B).
- Provide assistance to the project team to identify and recruit health care providers in the Capital Region of Connecticut who are frequent providers of record on their STD/LTD claims.
- Enter into Data Use Agreement (DUA) with UConn Health as the RETAIN-CT Training and Consultation Center and RETAIN-CT data hub.
- Review claims data weekly for eligible cases based on the Case Identification Work Plan (Exhibit C) in the North Central Region/Greater Hartford region zip codes.
 - Send a Participant Survey Invitation Letter to eligible claimants identified through Case Identification Work Plan
- Submit data extracted from insurance claims data (Exhibit D) once every 30 days for importing into RETAIN-CT Database for performance and evaluation reporting purposes.
- Submit variables not captured in claims files (de-identified) obtained from Telephonic RTW Coordinator contact and tracked hours logs once every 30 days for importing in RETAIN-CT Database for performance and evaluation reporting purposes. (Exhibit D).
- Participate, as often as feasible, in USDOL/ODEP monthly programmatic/technical assistance teleconferences or webinars.
- Participate, when required, in evaluation teleconferences with the USDOL contracted evaluation team (Mathematica).
- Provide to CTDOL the documents and records listed in Exhibit E.

IV. PLAN OF SERVICE

- Identify approximately 200-300 eligible claimants to be included in participant pool
- Approximately 150 of those eligible claimants are projected to receive care and services from a RETAIN health care provider and may receive telephonic RTW Coordinator contact; and
- Approximately 30-40 are projected to be referred for face-to-face RTW Coordinator intervention overseen by Capital Workforce Partners.

V. FUNDING/BUDGET

- Up to \$425,000 is available. Applicants not awarded for Phase 1 may apply for inclusion in Phase 2, if Phase 2 funding is awarded to CTDOL at a later date (see Exhibit F, RETAIN-CT Phase 1 and 2 Summary).
 - Up to \$140,000 shall be allocated to provider reimbursements (see Exhibit B for reimbursement schedule)
 - Salary and fringe support may be included for RTW Coordination services, staff time dedicated to RETAIN-CT program operations and creation of RETAIN billing codes
 - Other expenses necessary for RETAIN program operation (postage or other expenses related to outreach to eligible participants).
- The following limits shall apply to the use of any grant funds awarded to the insurer partner:
 - Funding will be provided through a contract with the State of Connecticut, Department of Labor and shall be used by the insurer for activities described in the contract's Scope of Work and for no other purpose.
 - The insurer will conform to the line item detail set forth in the contract budget. Actual expenditures for individual budget line items cannot exceed a 10% change without a budget modification approved by CTDOL.
 - CTDOL reserves the right to withhold payments for services performed under a contract if CTDOL does not receive on a timely basis acceptable progress reports, expenditure reports, refunds, and/or audits as required.
- Funding available for the RETAIN-CT project is subject to, and contingent upon, the award of grant funds by USDOL to the CTDOL Office of Workforce Competitiveness. No funds will be provided by CTDOL pursuant to this contract unless and until such federal grant funds are authorized, and made available by US DOL.

VI. BIDDING PROCESS

EVALUATION AND SELECTION

It is the intent of CTDOL to conduct a comprehensive, fair and impartial review of proposals received in response to this RFP. Only complete submissions will be considered per the instructions in Part VII. Submission/Proposal Requirements.

PRESENTATION OF SUPPORTING EVIDENCE

Proposers must be prepared to provide evidence of experience, performance, ability, financial resources or other items as CTDOL deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

MISREPRESENTATION OR DEFAULT

CTDOL may reject the proposal and void any award resulting from this RFP to a bidder which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

AMENDMENT OR CANCELLATION OF THIS RFP

CTDOL reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

DISPOSITION OF PROPOSALS

DOL reserves the right to reject any and all proposals, or portion thereof, received as a result of this request or to negotiate separately any service in any manner necessary to serve the best interest of the State.

OWNERSHIP OF PROPOSALS

All proposals shall become the sole property of the State and will not be returned.

EXECUTION OF CONTRACT AND RELATED REQUIREMENTS

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the review of the proposals is complete, the selected proposal and this RFP may then serve as the basis for a contract that will be negotiated and executed between CTDOL and the selected bidder. If CTDOL and the initial selected bidder fail to reach agreement on all issues relative to the contract within a time determined solely by CTDOL, then CTDOL may commence and conclude contract negotiations with other proposers. CTDOL may decide at any time to start this RFP process again.

CONTRACT EXECUTION

The contract developed as a result of this RFP is subject to State contracting procedures, which include approval by the Connecticut State Attorney General's Office. Please note that no financial commitment can be made until, and unless, the Attorney General approves the contract.

VII. SUBMISSION/PROPOSAL REQUIREMENTS – Submitted by COB January 10, 2020.

- 1. Completed/Signed Form RETAIN-CT INS**
- 2. Proposed Budget- utilizing Budget Form (Attachment A);**
- 3. The following documents:**

State Certifications (required if contract is \$50,000 or more):

- 1. Form 1 Gift and Campaign Contribution.**
<http://www.ct.gov/opm/lib/opm/OPMForm1GiftandCampaignContributionCertificationRev052615.pdf>

2. Form 5 Consulting Agreement Affidavit.

http://www.ct.gov/opm/lib/opm/OPM_Form_5_Consulting_Agreement_Affidavit_3-28-14.pdf

3. Nondiscrimination Form C

https://www.ct.gov/opm/lib/opm/secretary/forms/form_c_nondiscriminationcertificationaffentity_50kormore.docx

Federal Forms (Forms available on CTDOL RETAIN RFP webpage: <http://retainct.com/>)

4. Certification Regarding Lobbying

5. Certification Regarding Drug-Free Workplace Requirements

6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primarily Covered Transactions

VIII. PROPOSAL EVALUATION

Submissions that are complete per the above instructions will be considered. This RFP is not a contract and, alone, shall not be interpreted as such.

The Labor Commissioner also reserves the right to award proposals based on amount of funding requested, numbers of individuals projected to be included based on case identification plan, and geographic location. Any award is subject to funding availability.

IX. QUESTIONS

All questions or requests for additional information must be made in writing to karen.quesnel@ct.gov no later than 4 PM on **Friday, December 27, 2019** with the subject line: RETAIN-CT Phase I Questions.

To ensure fair and consistent distribution of information, all questions will be answered by a Question and Answer document that will be posted on the RETAIN-CT website, <http://retainct.com/> by the close of business on **January 3, 2020**.

EXHIBIT A

Telephonic RTW Coordinator Duties

1. Telephonic RTW Coordination Principle Activities (within first 30 days)
 - a. Identify or receive eligible worker cases weekly per case identification plan.
 - b. Initiate phone call with worker to describe role as Telephonic RTW Coordinator, gather data for RTW plan, assess readiness and expectations for employer support, etc.
 - c. Initiate call to employer HR and supervisor to discuss alternate/modified duty plans, if any, organizational RTW procedures or norms, job descriptions, details of worker's usual role and tasks, challenges of job modification, etc.
 - d. Initiate call to provider to share any worker concerns, workplace constraints, current treatment plan, probable RTW date, restrictions, etc.
 - e. Provide RTW planning support
 - f. Continue RTW communication as needed
 - g. After 30 days of work absence, provide worker with information on RETAIN-CT study and opportunity to engage services of the Field RTW Coordinator. If the worker is interested, make the referral and obtain consent to share worker information including contact information and disability status with Field RTW Coordinator

2. Other Activities
 - a. Communication/consultation with Field RTW Coordinators as needed
 - b. Review claim status/health care
 - c. Keep contact logs
 - d. Track hours (calls, claim review) spent per claim
 - e. Submit/enter data variables not captured in claims data (Exhibit D) once every 30 days in RETAIN-CT Database
 - f. Respond to provider requests

EXHIBIT B

RETAIN-CT PHASE 1 BILLING CODES/FEE SCHEDULE

CODE	SERVICE DESCRIPTION	FEE
RTW01	Report of injury within 48 hours	\$75
RTW02	Written assessment of RTW barriers and action plan (1 per claim)	\$200
RTW03	2-way communication with employer	\$100
RTW04	Contact with RTW Coordinator (1 per claim)	\$50
RTW05	Contact with Health Services Coordinator (1 per claim)	\$50
RTW06	Contact with RETAIN consultation center (1 per claim)	\$50
RTW07	Administrative fee (1 per claim)	\$75

Total per Claim: \$600

EXHIBIT C

Case Identification Flow Chart

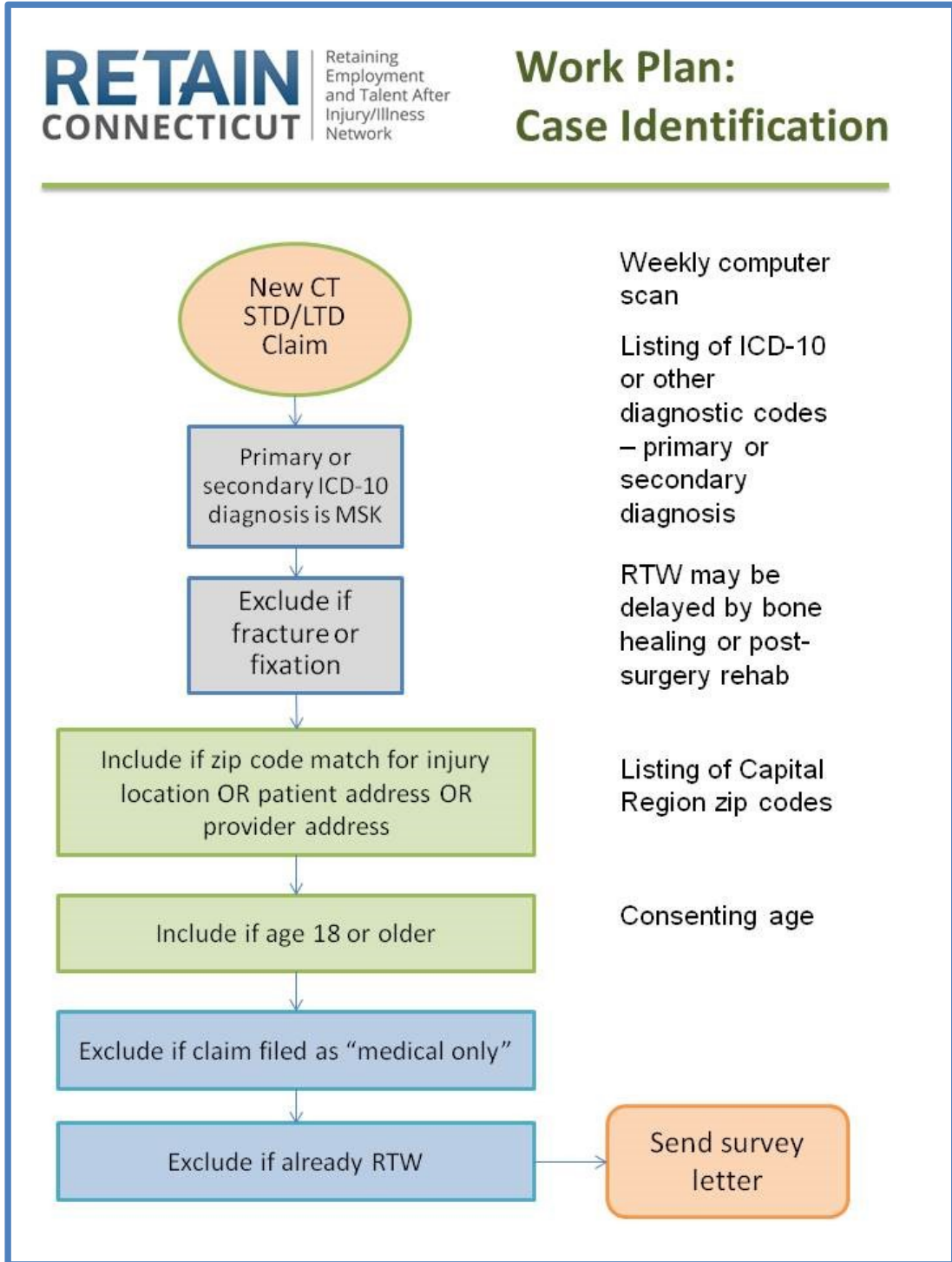


EXHIBIT D

Below are data elements to be included in a Data Use Agreement between the STD/LTD Insurer and UConn Health Center for this Phase I pilot. The data will be shared in two ways: (1) a monthly extraction of data from approximately Mar. 2020 to Mar. 2021 for claimants who have been identified as eligible participants for the RETAIN-CT program evaluation; and (2) a single data extraction of de-identified claims data for all musculoskeletal claims in the State of Connecticut in the year before the RETAIN-CT program (July 1, 2018 to June 30, 2019) that would have met RETAIN-CT eligibility requirements and in the year during the RETAIN-CT program (July 1, 2019 to June 30, 2020) that would have met the RETAIN-CT eligibility requirements. For both data pathways, the minimum set of variables or information will include the following (excluding the shaded variables, unless available in claims data):

Data Insurer will send to UCONN Health Center
Survey ID
Claim GID number
Primary ICD-10 codes
Secondary ICD-10 codes
Age at time of claim filing
Gender
NAICS Industry Code
Occupational Classification
Date of injury
Date of first medical visit
Date First Report of Injury (FROI) form received
Claim closure date (if applicable)
Total TTD days paid
Total TPD days paid
Total of payments made under RETAIN billing codes
Usual wage rate
Date written RTW plan received from provider
Opioid (morphine equivalent) dose and duration (may not be accessible from claim system)
MRI, date/time until MRI (may not be accessible from claim system)
Other imaging, date/time until imaging (may not be accessible from claim system)
Specialty referral (e.g., orthopedic surgeon, neurosurgeon, surgeon), and date/time until referral (may not be accessible from claim system)

Additional Variables to be kept by Telephonic RTW coordinators and reported monthly for RETAIN-CT Database
GID#
Date referred for Telephonic RTW coordination
Date first telephone call made
Number of telephonic communications with worker (obtained from contact logs with dates)
Number of telephonic communications with employer (obtained from contact logs with dates)
Number of telephonic communications with provider (obtained from contact logs with dates)
Date observations transmitted to provider for RTW planning
Hours spent per active case (obtained from tracked hours logs)

EXHIBIT E

This list does not supersede any references to records in the General Terms and Conditions.

1. REQUIRED FINANCIAL AND PROGRAM REPORTS THAT MUST BE DELIVERED TO CTDOL

- RETAIN-CT Expenditure Reports/Invoices (monthly)
- Quarterly Narrative Report summarizing grant activities during the quarter (due dates are 15 days after the end of the calendar quarters: Apr. 15, Jul. 15, Oct. 15, Jan. 15)
- Financial close out report (final cumulative expenditure report that verifies the expenditures match the contract budget) (due at end of project, April 15 2020)
- End of project narrative report summarizing all grant activities (due April 15, 2020)
- Variables from insurance claims data and telephonic RTW Coordinator contact and tracked hours logs (Exhibit D) imported into RETAIN-CT database

2. DOCUMENTS OR RECORDS THAT MUST BE MADE AVAILABLE TO CT DOL UPON REQUEST OR FOR CONTRACT MONITORING PURPOSES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

a. RETAIN-CT Grant Financial Data:

- CTDOL-(Insurer) RETAIN-CT Contract and budget, contract attachments, amendments and modifications if applicable
- Data Sharing Agreement between (Insurer) and UConn Health Center
- Personnel time reporting and supervisory approval for employees charging to RETAIN grant
- RETAIN-CT provider reimbursements processed with RETAIN-CT billing codes and provider billing with corresponding documentation (de-identified/PII redacted)

b. RETAIN-CT Grant Program Documents:

- RETAIN Telephonic RTW contact logs (redacted or de-identified: GID#, purpose of contact, outcome, date)
- Tracked hours logs (calls, claim review) spent per claim (de-identified –GID # only and time spent)
- Report of invitation letters sent by zip code (containing no PII) and date sent
- Invitation letters to claimants out of work >30 days to meet with Field RTW Coordinator (de-identified: GID # only, date sent)
- List of ICD-10 or other diagnostic codes used for identification of RETAIN-CT eligible cases
- List of zip codes used for identification of RETAIN-CT participant eligibility
- Participant Invitation Templates

c. RETAIN-CT Grant Programmatic and Evaluation data provided for RETAIN-CT Database residing at UConn Health:

- De-identified data sent to UConn Health Center as detailed in Attachment A of the Data Sharing Agreement between (Insurer) and UConn Health Center
- Additional variables not captured in claims data, entered into RETAIN-CT Database (de-identified, monthly, from contact and tracked hours logs):

- GID #, Date referred for Telephonic RTW coordination, Date first telephone call made, #of telephonic communications with worker, # of telephonic communications with employer, # of telephonic communications with provider, Date observations transmitted to provider for RTW planning, Hours spent per active case
- Self-report questionnaire data obtained by RETAIN-CT participants. Note: some participant data, with consent, will be matched with claims data in RETAIN-CT database

d. Other RETAIN-CT Related Documents

- Press releases
- Articles and papers published
- RETAIN-CT brochures, FAQ Sheets
- RETAIN-CT information published on (Insurer) website

EXHIBIT F

RETAIN-CT PHASE 1 AND PHASE 2 SUMMARY

In September 2018, CTDOL was one of 8 states to receive a grant from the U.S. Department of Labor, Office of Disability Employment Policy (ODEP) under Phase I of the Retaining Employment and Talent After Injury/Illness Network (RETAIN) Demonstration Projects. Phase 1 states received funds for an 18-month project to include planning and start-up activities and the launch of a small pilot demonstration. Connecticut received \$2,111,269 to build and implement its project design. **In December 2019, ODEP extended the period of performance by an additional 12 months to March 30, 2021, for a total of 30 months, and have provided states with supplemental funding to continue the implementation of their pilot projects.**

At the conclusion of the Phase 1 program (projected to be ~~May 2020~~ **March 2021**), ODEP will offer up to 4 Phase 1 awardees an opportunity through separate competition to receive supplemental funding of up to \$19,750,000 each to implement their demonstration projects over 3 ½ years during Phase 2 .

CTDOL expects to apply for Phase 2 funding which will be used to bring the Phase 1 pilot project to scale. This project would require partnerships with multiple insurers of Workers' Compensation and short-term/long-term disability benefits; the creation of at least four (4) additional RETAIN-CT Training and Consultation Centers, and the state's remaining four (4) Workforce Development Boards to create a statewide program of early intervention strategies to help workers with musculoskeletal conditions return to work. Applicants not selected to participate in the Phase 1 pilot are encouraged to amend their application to apply for Phase 2.

Part IV. GENERAL CONDITIONS

1. GENERAL DEFINITIONS.

- (a) "**Bid**" shall mean a bid submitted in response to a Solicitation.
- (b) "**Claims**" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (c) "**Confidential Information**" shall mean any name, number or other information that 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 number, 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 unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the DOL classifies as "confidential" or "restricted." Confidential Information shall not include 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.
- (d) "**Confidential Information Breach**" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information 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 Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the DOL, the Contractor, or the State.
- (e) "**Contract**" shall mean this agreement, as of its Effective Date, between the Contractor and the DOL, which establishes a binding legal relationship obligation. As used herein, the term "Contract" shall be synonymous with the terms "agreement" and "grant."
- (f) "**Contractor**" shall mean a person or entity who submits a Bid, if applicable, and who executes a Contract. As used herein, the term "Contractor" shall be synonymous with the term "grantee".
- (g) "**Contractor Parties**" shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (h) "**Day**" shall mean all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (i) "**Department of Labor**" or "**DOL**" shall mean the Labor Commissioner of Connecticut. As used herein the term "Department of Labor" or "DOL" shall be synonymous with the term "grantor."
- (j) "**Goods**" shall mean all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation, if any, and this Contract.
- (k) "**Records**" shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including without limitation, paper or electronic form.
- (l) "**Services**" shall mean the performance of labor or work, as specified in the Solicitation, if any, and the Contract.
- (m) "**Solicitation**" shall mean a State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services ("**DAS**"), even if the DOL has statutes, regulations and procedures which overlap DAS's. However, to the extent that the DOL has statutes, regulations or procedures which the DOL determines in its sole discretion to be inconsistent with DAS's, the DOL's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in this Contract.
- (n) "**State**" shall mean the State of Connecticut, including the DOL and any office, department, board, council, commission, institution or other agency of the State.
- (o) "**Termination**" shall mean an end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (p) "**Title**" shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. **EFFECTIVE DATE.** This Contract shall become effective only as of the date of signature by the DOL's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified on the contract face page.

3. **ASSIGNMENT.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the DOL. The DOL may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the DOL for a breach is without prejudice to the DOL's or the State's rights or possible Claims.

4. **TERMINATION.**

- (a) **Termination in the Best Interests of the State** - Notwithstanding any provisions in this Contract, the DOL, through a duly authorized employee, may Terminate the Contract whenever the DOL makes a written determination that such Termination is in the best interests of the State. The DOL 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) **Termination due to Breach of the Contract** - Notwithstanding any provisions in this Contract, the DOL, 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 provisions in the Breach section of this Contract.
- (c) **Termination due to Violation of Representations and Warranties** - For breach or violation of any of the provisions in the section concerning Representations and Warranties,

the DOL 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.

(d) **Termination for Reduction or Termination of Funds** - The DOL reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(e) **Termination Procedures** –

(1) The DOL 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 DOL for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DOL, 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 DOL all Records. The Records are deemed to be the property of the DOL and the Contractor shall deliver them to the DOL 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 DOL 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.

(2) Upon receipt of a written notice of Termination from the DOL, the Contractor shall cease operations as the DOL directs in the notice, and take all actions that are necessary or appropriate, or that the DOL may reasonably direct, for the protection, and preservation of the Goods, funds and any other property under this contract. Except for any work which the DOL 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.

(3) The DOL shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its performance rendered and accepted by the DOL 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 DOL is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the DOL, the Contractor shall assign to the DOL, or any replacement contractor which the DOL designates, all subcontracts, purchase orders and other commitments, deliver to the DOL 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 DOL may request.

(f) **Effect of Termination** -

(1) 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.

(2) The DOL reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is Terminated by either party.

(3) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the DOL.

5. **COST MODIFICATIONS.**

(a) The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

(b) Notwithstanding any provisions in this Contract, the DOL reserves the right to reallocate or reduce the Contract award at any time in the event that: (1) the Contractor deviates from the project plans as detailed in the Contract; or (2) the Contractor's expenditure rate is not in compliance with applicable law, regulation, or DOL policies and procedures; or (3) the Governor, the General Assembly, or the Office of Policy and Management rescinds, reallocates, or in any way reduces the total amount budgeted for operation of the program during the fiscal year for which such funds are withheld, or (4) federal funding reductions result in reallocation of funds.

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

7. **WAIVER.**

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

8. INDEMNIFICATION.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "**Acts**") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the additional insured endorsement to the policy to the DOL prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the DOL. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOL or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

- 9. 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.

- 10. SETOFF.** In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

11. FORCE MAJEURE.

- (a) The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- (b) If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a breach if (1) that party uses reasonable efforts to comply; (2) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (3) that party complies with its obligations under subsection (c) of this section.
- (c) If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under the Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its obligations under this Contract.
- (d) Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in performance or obligations.
- (e) "**Force Majeure Events**" shall mean strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

- 12. AMERICANS WITH DISABILITIES ACT.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DOL may Terminate the Contract if the Contractor fails to comply with the Act.

13. REPRESENTATIONS AND WARRANTIES. The Contractor, represents and warrants to DOL for itself and Contractor Parties, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the DOL under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to the DOL in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the DOL, the ten (10) Days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title

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- 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the DOL, such information as the DOL may require to evidence, in the DOL's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the DOL upon complete installation, testing and acceptance of the Goods or Services and payment by the DOL; and
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the DOL all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the DOL.

14. REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES.

If in the course of performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher

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amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in Section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

15. AMENDMENTS; SUPREMACY AND ENTIRETY OF CONTRACT.

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all purchase orders, product schedule updates, statements of work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

16. EXHIBITS.

All exhibits referred to in and/or attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

17. 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, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

18. NON-DISCRIMINATION.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "**Commission**" shall mean the Commission on Human Rights and Opportunities;
- ii. "**Contract**" and "**contract**" shall include any extension or modification of the Contract or contract;
- iii. "**Contractor**" and "**contractor**" shall include any successors or assigns of the Contractor or contractor;
- iv. "**Gender identity or expression**" shall mean 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**" shall mean 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**" shall mean being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "**mental disability**" shall mean 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**" shall mean 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**" shall mean any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "**Contract**" and "**contract**" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project, (2) any other state, including but not limited to any federally

recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a

means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

19. WHISTLEBLOWING. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a

separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

20. **NOTICE.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively referred to herein as “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be mailed to the party at its address specified on the contract face page.

21. **INSURANCE.** Before commencing performance of this Contract, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (e) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor’s insurers shall have no right of recovery or subrogation against the State and the described Contractor’s insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability. If professional liability insurance does not typically apply to the contractor’s line of business then this insurance is not required.
- (d) Workers’ Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer’s Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

22. **HEADINGS.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

23. **NUMBER AND GENDER.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

24. **PARTIES.** To the extent that any Contractor Party is to participate or perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to “Contractor” shall also be deemed to include “Contractor Parties,”

as if such reference had originally specifically included “Contractor Parties” since it is the parties’ intent for the terms “Contractor Parties” to be vested with the same respective rights and obligations as the term “Contractor.”

25. **CONTRACTOR CHANGES.** The Contractor shall notify the DOL in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the performance of this Contract.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The DOL, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the DOL’s satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the DOL in accordance with the terms of the DOL’s written request. The DOL may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

26. **FURTHER ASSURANCES.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

27. **AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents. The State and its agents shall also have timely and reasonable access to the Contractor’s and Contractor’s Parties personnel for the purposes of interviews and discussions related to the Records and performance of this Contract.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If

the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible.
- (h) The Contractor shall comply with all state and federal auditing requirements. This includes, unless and to the extent specifically exempted by law, the requirement of Conn. Gen. Stat. Section 7-396a that the Contractor shall provide for an audit acceptable to the Department of Labor as defined in the "Department of Labor Audit Policy" on file at the Department of Labor.
- (i) The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statute Section 7-396a, and the State Single Audit Act, 4-230 through 236 inclusive, and regulations promulgated thereunder. The Grantee agrees that all Records pertaining to the project shall be made available to the State and/or federal auditors upon request. The Contractor shall submit the final audit report in accordance with applicable schedules to:

CT Department of Labor
Business Management Division
Contract Accounting Unit
200 Folly Brook Boulevard
Wethersfield, CT 06109

The audit submitted shall be accompanied by a resolution report for all findings cited in the audit.

- (j) At any time prior to final payment under this Contract, the DOL may have the invoices and detailed statement of costs examined. All current and prior payments shall be subject to reduction for amounts found not to constitute an allowable cost.
- (k) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

28. BACKGROUND CHECKS. The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

29. CONTINUED PERFORMANCE. The Contractor and Contractor Parties shall continue to perform their obligations under the

Contract while any dispute concerning the Contract is being resolved.

30. WORKING AND LABOR SYNERGIES. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

31. CONTRACTOR RESPONSIBILITY.

- (a) The Contractor shall be responsible for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

32. SEVERABILITY. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

33. CONFIDENTIAL INFORMATION. The DOL will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the DOL receives. However, all materials associated with the bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL", the DOL will endeavor to keep said information confidential to the extent permitted by law. The DOL, however, 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 shall have the

burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the DOL or the State have any liability for the disclosure of any documents or information in its possession which the DOL believes are required to be disclosed pursuant to the FOIA or other requirements of law.

- 34. REFERENCES TO STATUTES, PUBLIC ACTS, REGULATIONS, CODES AND EXECUTIVE ORDERS.** All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

- 35. CROSS-DEFAULT.**
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then the DOL may, in its sole discretion, without more and without any action whatsoever required of the DOL, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("**Other Agreements**") that the Contractor or Contractor Parties have with the DOL. Accordingly, the DOL may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the DOL, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
 - (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all other agreements with the DOL or the State, then the DOL may, in its sole discretion, without more and without any action whatsoever required of the DOL, treat any such event as a breach, default or failure to perform under the Contract. Accordingly, the DOL may then exercise at its sole option any and all of its rights or remedies provided for in the other agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the DOL or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Contract.
- 36. 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 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.
- 37. SUMMARY OF STATE ETHICS LAWS.** Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics 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.
- 38. SOVEREIGN IMMUNITY.** The parties acknowledge and agree that nothing in the solicitation or the 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 the Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 39. TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
- 40. CERTIFICATION AS SMALL CONTRACTOR OR MINORITY BUSINESS ENTERPRISE.** The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or

a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

41. **CAMPAIGN CONTRIBUTION RESTRICTION.** For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached hereto and incorporated by reference.

42. **PROTECTION OF CONFIDENTIAL INFORMATION.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information 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 Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the DOL or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the DOL and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the DOL and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the DOL, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

43. **AUDIT REQUIREMENTS FOR RECIPIENTS OF STATE FINANCIAL ASSISTANCE.**

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the DOL 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.

44. **ADVERTISING; CREDITS AND RIGHTS IN DATA.**

- (a) The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the DOL's prior written approval.
- (b) If the Contractor receives any funds related to grants or Services under this Contract from the State or the federal government, all documents, reports, and other publications for public distribution during or resulting from the performance of this Contract shall include a statement acknowledging the financial support of the State and the department and, where applicable the federal government, unless expressly waived in writing by the DOL. All such publications shall be released in conformance with applicable federal and state law and all regulations and contractual provisions regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the DOL, unless the DOL or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the DOL. Any publication shall contain the following statement: "This publication does not express the views of the Connecticut Department of Labor or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the DOL. The DOL or federal government where applicable shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The DOL may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the DOL of such data.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

45. **FACILITY STANDARDS AND LICENSING COMPLIANCE.** The DOL may refuse to make payments under the terms of this Contract for Services for any period of the term of this Contract during which the Contractor is found to have violated applicable local and state licensing, zoning, building, health, fire and safety regulations, ordinances, standards and criteria of pertinent authorities unless the Contractor is formally contesting the authority to require such standards, regulations, ordinances, and criteria or unless the Contractor has submitted a corrective action plan to the DOL and the DOL has approved the plan in writing.

46. **DEFAULT BY THE CONTRACTOR.** If the Contractor defaults as to or otherwise fails to comply with any of the conditions of this Contract the DOL may: (a) withhold payments until the default is resolved to the satisfaction of the DOL; (b) temporarily or permanently discontinue Services under this Contract; (c) require that unexpended funds be returned to the DOL; (d) assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the DOL; (e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the DOL in order to bring the program into contractual compliance; (f) terminate the Contract in accordance with Section 4 (Termination); (g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) under this Contract or both; or (h) any combination of the above actions. In addition to the rights and remedies to the DOL by this Contract, the DOL shall have all others rights and remedies granted to it by law in the event of or default by the Contractor under the terms of this Contract.

47. **DISPUTES.** Except as otherwise provided in the Contract, any dispute covering a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the Commissioner of the DOL or the Commissioner's designee, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the DOL shall be final and conclusive.

48. **PURCHASES.**

(a) The Contractor agrees to use its best efforts to obtain all supplies and equipment, for use in the performance of this Contract, at the lowest practical cost. When appropriate, the DOL will supply equipment costs to the Contractor in order to assist the Contractor in the procurement of supplies and equipment.

(b) The Contractor agrees to establish and keep an inventory account in the form and manner prescribed by the DOL. The Contractor also agrees to provide the DOL with a detailed inventory report, at such time and in the form and manner prescribed by the DOL, identifying all of the following property (each, a "capitalized asset") acquired with funds from this Contract: (1) real property, and (2) personal property, whether tangible or intangible, having a value of \$5,000 or more and a useful life in excess of one year. For audit purposes, the Contractor further agrees to establish and keep a list of tangible personal property having a value of less than \$5,000 and/or a useful life of less than one year if such property is designated as "controllable property" by the DOL.

- (c) Title to all capitalized assets and controllable property acquired with funds from this Contract shall remain in DOL.
- (d) The Contractor agrees to maintain all capitalized assets and controllable property in good condition and to implement adequate safeguards to prevent the loss, damage, theft or misuse of any capitalized asset or controllable property.

49. **LEASE EQUIPMENT – ASSIGNABILITY.**

- (a) The Contractor agrees that in the event it enters into any lease agreement(s) for the use of personal property in performance of this Contract with funds provided under this Contract, the Contractor shall provide the DOL with a copy of any and all such lease agreement(s) immediately upon the execution of said lease agreement(s).
- (b) At the direction of the DOL, the Contractor agrees to assign any and all rights and/or interests to said personal property provided under such lease agreement(s) to DOL, including, but not limited to, options to purchase any equipment subject to such lease agreement(s).
- (c) The DOL shall have the right to direct the Contractor to assign any and all rights and/or interests to personal property provided under such lease agreement(s) at any time during the term of this Contract.

50. **FINANCIAL MANAGEMENT SYSTEM.**

The Contractor agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program funded under this Contract and to submit reports to the DOL.

51. **LITIGATION.**

- (a) The Contractor agrees that the sole and exclusive means for the presentation of any Claim against the State 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 legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- (b) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

52. **LIMITATION OF COST.**

- (a) It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor under this Contract exceed the contract amount set forth on the face page of this Contract.
- (b) The Contractor shall conform to the line item category set forth in the Budget Summary, and as to each line item shall expend no more than the amount set forth in said provision, except upon the written consent of the DOL.
- (c) Such funds will generally be made available by the DOL to the Contractor on a reimbursable basis, for eligible costs which are defined as being those costs which are necessary and reasonable for the proper administration and performance of Services to be provided under this Contract. However, if the DOL finds that the Contractor is unable to function on such a basis, the DOL may provide funds to the Contractor for eligible costs on either an advance or working capital advance basis, as prescribed by DOL policy and procedures.
- (d) It is expressly understood and agreed that the Contractor shall maintain ultimate liability for expenditures made under the grant. This provision shall not be construed to limit the prerogative of the Contractor to pass liability through Contract or written agreement in accordance with Section 47 (Disputes).

53. **PAYMENT.**

Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by the State.

54. **REFUNDS.**

The Contractor agrees that any refunds, rebates, credits or other amounts accruing to or received by the Contractor under this Contract shall be paid by the Contractor to the DOL to the extent that they are properly allocable to costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract, within sixty (60) calendar days from the termination of this Contract.

55. **POLITICAL ACTIVITIES.**

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Contract with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (3) any voter registration activity. In addition, the Contractor further agrees to the limitations of the Hatch Act (5USC 1502(a), 18 USC 595) when Federal funds are involved.

56. **PROGRAM REPORTING.**

- (a) The Contractor agrees to provide, at the request of the DOL, periodic progress reports relating to the general status of program client(s) placed under this Contract, if applicable. The Contractor further agrees to respond to any such request with reasonable promptness.
- (b) The DOL reserves the right to withhold payments for Services performed under this Contract if the DOL has not received on a timely basis acceptable progress reports, expenditure reports, refunds and/or audits as required for any and all contracts the Contractor has entered into with the DOL.

57. **LAYOFF CERTIFICATION.**

The Contractor agrees that no program client will be employed pursuant to this Contract in a job from which an employee of said Contractor has been laid off and still holds recall rights pursuant to a collective bargaining agreement or published employer policy, or where there is no collective bargaining agreement or policy governing recall rights, that the Contractor shall not hire a program client for a job from which an employee had been laid off within the past year.

The Contractor further agrees that it shall not terminate the employment of any of its employees or otherwise reduce its workforce with the intention of filling a vacancy so created with a program client hired pursuant to this Contract.

58. **ACKNOWLEDGEMENT.**

The Contractor acknowledges that any program client employed pursuant to this Contract is an employee for state and federal labor law purposes. The Contractor agrees to comply with such laws.

59. **PERFORMANCE AND MONITORING.**

- (a) The DOL shall monitor the Contractor's overall performance of this Contract, inform the Contractor of any specific program deficiencies, and make requests for corrective action when necessary.
- (b) The Contractor agrees to cooperate with the DOL by providing any performance reports or information requested by the DOL for the purposes of evaluating the activities funded by this Contract. A time schedule for regular reporting will be determined by the DOL.

60. **CONTRACTING VEHICLE.**

The Solicitation, if applicable, may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID," ITS USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid," as used in this Contract shall be read to mean "Request for Proposals," "Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

October 1, 2019

*****THE NOTICE REGARDING CAMPAIGN CONTRIBUTION RESTRICTIONS ON THE FOLLOWING TWO PAGES OF THESE GENERAL CONDITIONS APPLIES ONLY TO CONTRACTS HAVING A VALUE IN A CALENDAR YEAR OF \$50,000 OR MORE OR A COMBINATION OR SERIES OF AGREEMENTS OR CONTRACTS HAVING A VALUE OF \$100,000 OR MORE.*****

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words* are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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