

PERSONAL SERVICE AGREEMENT

SECTION 1

This Contract (hereinafter referred to as "Contract") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Policy and Management (hereinafter "OPM") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and _____, a _____, having its principal offices at _____ (hereinafter "Contractor"). The Parties agree that the services specified below shall be provided by the Contractor in strict compliance with the provisions of this Contract.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

This Contract shall commence as of the date this Contract is fully executed by the Parties hereto and the duties of the Contractor as set forth in Section 5 of this Contract shall be completed by the Contractor no later than _____ (hereinafter "end date").

Whenever the following terms or phrases are used in this Contract, they shall have the following meaning unless the context clearly requires otherwise:

- (a) **"Bid"** means a response to any Solicitation.
- (b) **"Bidder"** means a person (including, but not limited to, any business or other entity) which responds to a Solicitation.
- (c) **"Claims"** means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever (including, but not limited to, all reasonable attorney's fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.
- (d) **"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 OPM 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.
- (e) **"Confidential Information Breach"** shall mean 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 Contractor, consumers, OPM or the State.
- (f) **"Contractor Parties"** shall mean all of the Contractor's Subcontractors.
- (g) **"Deliverable"** means the items listed in Section 5 of the Contract.
- (h) **"Parties"** means the Contractor and OPM.

- (i) **"Person"** means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.
- (j) A Person's **"Related and Affiliated Parties"** means and includes such Person's owners, members, directors, principal officers, and partners, as applicable, together with all of such Person's officers, directors, representatives, agents, servants, consultants, contractors and employees as well as any other Person with whom the Person in question is in privity of oral or written contract. If a Person is a corporation, then such Person's "Related and Affiliated Parties" also includes any and all shareholders which hold and/or control five percent (5%) or more of the outstanding voting or economic interests in said corporation, directly or indirectly.
- (k) **"Records"** means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated or accumulated by a Person (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Contract (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Contractor, its Subcontractors, any of either's Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Contract and/or any Bids that were submitted prior to the execution of the same).
- (l) **"Services"** means the items listed in Section 5 of the Contract.
- (m) **"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.
- (n) **"Subcontractor"** means and includes all of the subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals) that are engaged by Contractor, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Contract during the Term hereof.
- (o) **"State"** means the State of Connecticut, including OPM, the Secretary of OPM, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.
- (p) **"Terminate," "Terminates," "Terminating," "Terminated," and "Termination"** refer to the act of ending the Term of the Contract (and, except as otherwise provided in this Contract, the obligations of the Contractor to continue to furnish Goods or Services and the State to pay for such Goods or Services under this Contract) prior to the date by which all Goods or Services required to be provided by the Contractor pursuant to this Contract are to be furnished in accordance with its terms.

SECTION 3 TERMINATION FOR CONVENIENCE & DEFAULT

- (a) **Termination for Convenience.** Notwithstanding any provisions in this Contract to the contrary, OPM may Terminate all or any portion(s) of this Contract for its convenience, without cause or penalty, whenever OPM determines that such Termination is in the best interests of the State. Any such Termination shall be effected by OPM's providing the Contractor with written notice of both the extent and the effective date of Termination.
- (b) **Termination for Default.**
 - (i) The Contractor shall be in default of this Contract if it fails to both (A) timely perform, or otherwise have breached, any term, covenant, condition or obligation of the Contractor hereunder, or to make sufficient progress so as to endanger the performance of any such term, covenant, condition or obligation, (any one or more of such failures being hereinafter referred to as a "breach"), and (B) (1) cure such breach within ten (10) days of written notice from OPM to the Contractor specifying the nature of said breach, or (2) if the breach is of a nature that it cannot

reasonably be cured within such ten (10) day period, the Contractor shall have failed to commence to cure such breach within such ten (10) day period or thereafter fail to diligently pursue such cure (the period allowed the Contractor to cure any breach(es) pursuant to this subparagraph (b)(i) being hereinafter referred to as the "Cure Period").

- (ii) If the Contractor is in default of this Contract, OPM may, at OPM's sole discretion, and without prejudice to any other rights or remedies that the State has, may have or may thereafter have, all of which are reserved for the State, (A) immediately Terminate all or any portion(s) of this Contract, and/or (B) extend the Cure Period applicable to any breach(es) by specifying a date (the "Extended Termination Date") by which any breach(es) must be cured (the period running from the end of the Cure Period to and through any such Extended Termination Date being herein referred to as the "Extended Cure Period"). In the event OPM provides the Contractor with an Extended Cure Period within which to cure any breach(es), then, unless otherwise modified in writing by OPM prior to the Extended Termination Date and/or the breach(es) to which the Extended Cure Period apply have been cured within such period, the portion(s) of this Contract to which such Extended Cure Period pertain shall Terminate without any further action by OPM. Any Termination effected pursuant to this subparagraph (b)(ii) shall be effected by OPM's providing the Contractor with written notice of both the extent and the effective date of Termination or, as applicable, if OPM decides to grant the Contractor an Extended Cure Period in which to cure any breach(es), the Extended Termination Date applicable to such Extended Cure Period.
- (iii) Subject to the provisions of subparagraph (b)(vi) below entitled "Rights of Set-off" and the Contractor's compliance with the terms of subparagraph (c) below, the following provisions will apply to any and all portion(s) of this Contract that are Terminated for the State's convenience:
 - A. The State will pay the Contractor any and all payments due under the payment provisions of this Contract for Services that have been provided to and accepted by OPM as of the effective date of Termination, after taking into consideration all payments that already have been (or are in the process of being) made by the State therefor.
 - B. As and to the extent OPM directs the Contractor, and the Contractor complies with OPM's direction, to deliver any Records and/or other materials pursuant to the first sentence of subparagraph (c)(vii) below, the State also will pay the Contractor an equitable amount as reasonably determined by OPM to compensate the Contractor for its actual costs in acquiring any such materials (or parts thereof) and performing such work as was reasonably necessary for the Contractor to manufacture, produce and/or otherwise prepare and deliver the Records and other materials described in the first sentence of subparagraph (c)(vii) below. In the event the Contractor and/or its subcontractors have acquired any materials or performed any work reasonably necessary to provide any Services that otherwise were to be provided under this Contract which are not requested to be delivered to OPM pursuant to subparagraph (c)(vii) below, and neither the Contractor nor its subcontractors reasonably can, or can be expected to, use or sell the same, the Contractor also shall be entitled to an equitable adjustment in the amounts otherwise payable under this subparagraph (b)(iii)(B) to account for the Contractor's actual costs therefor less the intrinsic value to the Contractor and/or its subcontractors thereof. OPM's commitment to make any payments pursuant to this subparagraph (b)(iii)(B) is strictly dependent, and thus conditioned, upon the Contractor's first providing OPM with such evidence of the amount and extent of such costs and such other information as OPM determines to be appropriate in the circumstances, all in such form and substance which is acceptable to OPM.
- (iv) If OPM Terminates this Contract in whole or in part for default as provided in subparagraph (b)(ii) above, the State via OPM or otherwise may, but shall not be required to, acquire any Services similar to those that were to be provided by the Contractor pursuant to such portion(s) of the Contract that has or have been Terminated from another source, and the Contractor shall be

liable to the State for any excess costs associated with obtaining such Services. The Contractor, however, shall continue to perform and provide all Services pursuant to those portions of the Contract that have not been Terminated.

- (v) Limits of State's Liability. Except as, and then only to the extent, otherwise provided in subparagraph (b)(iii) above, the State shall not be liable for any special, indirect, incidental or consequential damages (including, but not limited to, any lost profits) that the Contractor may suffer or incur as result of any Termination of all or any portion(s) of this Contract and/or any other cause whatsoever. **Without limiting the generality of the foregoing, and notwithstanding the provisions of subparagraph (b)(iii)(B) above or any other provision of this Contract, in no event shall the State be liable to pay the Contractor any sums which, in combination with any and all other payments that have been and may otherwise yet need to be paid to the Contractor would exceed the total Not to Exceed Amount applicable to this Contract as set forth in Section 6 below. The provisions of this subparagraph (b)(v) shall apply notwithstanding anything to the contrary that may be set forth in this Contract.**
- (vi) Rights of Set-off. Notwithstanding anything to the contrary set forth in this Contract, OPM may withhold any or all payments otherwise due to the Contractor under or by reason of this Contract without cost or penalty, pending resolution of any and all issues and/or disputes regarding the Contract or the Contractor's performance (or lack of performance) hereunder; providing that any amounts withheld by OPM pursuant to this subparagraph shall not exceed the total costs and damages (including, but not limited to, reasonable attorney's fees and costs of litigation) that OPM reasonably estimates the State has suffered or may yet suffer or incur as a result of the Contractor's breach of and/or default under or in connection with this Contract until all such issues and/or disputes between the Parties are fully resolved.
- (c) OPM shall send any notice of Termination via either certified mail or hand delivery to the Contractor at the most current address which the Contractor has furnished to OPM for purposes of correspondence or, in the case of hand delivery, any office of the Contractor located in the State of Connecticut. **Upon receiving and such notice from OPM, the Contractor shall immediately:**
 - (i) Discontinue all work associated with such portion(s) of the Contract that has or have been terminated;
 - (ii) Place no further subcontracts, purchase orders or other commitments (referred to as subcontracts in this clause), except as necessary to complete the continued portion(s) of the Contract, if any;
 - (iii) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of Termination;
 - (iv) Assign to the State, as directed by OPM, all right, title, and interest of the Contractor in, to and under the subcontracts terminated, in which case OPM shall have the right (but not the obligation) to settle or pay any termination settlement proposal arising out of those subcontracts;
 - (v) With approval of OPM and, as required, other officials, offices and/or agencies of the State, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, which approval will be final for purposes of this clause;
 - (vi) Take any actions (including, but not limited to, directing its subcontractors to take any actions) that may be necessary, and/or that OPM may direct, for the protection and preservation of any and all Records and other property related to this Contract that is in the possession of the Contractor or its subcontractors in which the State has or may acquire an interest and/or that

the Contractors and/or its subcontractors have an obligation to maintain and/or the State has a right to inspect or audit as provided elsewhere in this Contract or applicable law;

- (vii) As directed by OPM, transfer title (if title is not already held by or has not been transferred to the State) and deliver to OPM, within fifteen (15) days of OPM's request therefor, any and all Records and Goods that, if the Contract had not been Terminated, would have been delivered to the State as, part of, or used in the process of providing, any Goods or Services that otherwise were required to be delivered to the State under this Contract, including, but not limited to, (A) all materials and equipment acquired, produced, or in process for the portion(s) of the Contract terminated, and (B) all completed or partially completed designs, plans, drawings, specifications, analyses, compilations of data, and reports associated with the Contract and/or the Contractor's (and its subcontractors') performance hereunder. The Contractor also shall deliver to OPM, as and when required by OPM, copies of any and all other Records requested by OPM. Except as, and then only to the extent, otherwise provided by subparagraph (b)(iii) above, all such Goods and Records shall be provided to OPM, at the Contractor's sole cost and expense.
 - (viii) All Records provided to OPM pursuant to the foregoing subparagraph that exist in electronic, magnetic or other intangible form shall be provided to OPM in a non-proprietary format, such as, but not limited to, "ASCII" or ".TXT."
 - (ix) Complete performance of the portion(s) of the Contract that have not been Terminated;
 - (x) Use its best efforts to sell, as directed by OPM, Termination inventory other than that in which the State has Title or is to be retained by the Contractor under the first sentence of subparagraph (c)(vii) of this clause; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any other property under the conditions prescribed by, and at prices approved by, OPM. The proceeds of any transfer or disposition will be applied to reduce any payments that have been or otherwise may be made by the State under this Contract, credited to the price or cost of the work, or paid in any other manner directed by the OPM.
- (d) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by OPM.

SECTION 4 NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Contract shall be in writing and may be delivered personally or by United States Postal Service certified mail, "Return Receipt Requested" or e-mail, with confirmation of delivery, in the manner set forth in this section. All notices shall be effective if delivered personally or by certified mail to the following addresses:

State: State of Connecticut
Office of Policy and Management
450 Capitol Ave. - MS#
Hartford, CT 06106-1379
Attention:
e-mail:
e-mail:

Contractor:
Street Address:
City, State Zip:
Attention:
e-mail:
e-mail:

The Parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 5 SPECIFICATION OF SERVICES & DELIVERABLES

SECTION 6 COST AND SCHEDULE OF PAYMENTS

OPM shall pay the Contractor a total sum not to exceed _____ for deliverables or services, or both, performed under this Contract.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

The Contractor shall submit invoices based on the date(s) and/or timeframe provided in this Contract. If no date(s) or timeframe(s) are provided, the Contractor shall submit invoices not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the last four digits of the Contractor's Federal Employer Identification Number or Social Security Number, the billing period, and an itemization of expenses by line item.

The Contractor shall be compensated for service fees or deliverables, or both based upon work performed or the delivery of deliverables, documented, and accepted by the State.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Contract. All expenses will be reimbursed at cost.

The State shall assume no liability for payment for deliverables or services under the terms of this Contract until the Contractor is notified that the Contract has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 7 OTHER CONDITIONS

A. 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 Amendments, Change Orders, Purchase Orders 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.

B. Changes in Service

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Contract as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Contract, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this Contract and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Contract to the State, at the time of the execution of this Contract, as evidence that such are in full force and effect.

D. Laws and Regulations

This Contract shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Contract.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Contract. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Contract. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Contract and the provisions of Form CO-802A to which this Contract is attached, the provisions of this Contract shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Contract, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any 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. To the extent applicable, the Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to OPM all in an electronic format acceptable to OPM prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to OPM. Contractor shall provide an annual electronic update of the 3 documents to OPM on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

This Section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Contract or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Quality Surveillance and Examination of 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.
- (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.

The Contractor shall incorporate this entire Section verbatim into any contract or other contract that it enters into with any Contractor Party.

J. Insurance

Before commencing Performance, 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 (d) below through an insurance company or companies licensed to do business in the State of Connecticut under forms of policies approved by the State Insurance Commissioner to do business in Connecticut. 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 (Errors and Omissions Liability): \$1,000,000 limit of liability. In the event Contractor and/or any of its subcontractors provide any architecture, engineering, design, accounting, legal or

other professional services under or in connection with this Contract, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Contract, whichever is earlier.

- (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.

Said policy or policies shall cover all of the Contractor's activities under this Contract and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured for the liability coverages describe in (a) and (b) above.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Contract as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Contract unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Contract such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Contract, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of this Contract of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 4 of this Contract.

O. Survival

The rights and obligations of the Parties which by their nature survive termination or completion of the Contract, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Contract, shall remain in full force and effect.

P. Americans with Disabilities Act

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, to the extent applicable, during the term of the Contract. OPM may Terminate the Contract if the Contractor fails to comply with the Act.

Q. Non-Discrimination

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "intellectual disability" means a significant limitation in intellectual functioning and deficits in adaptive behavior that originated during the developmental period before eighteen years of age;
- (8) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (9) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (10) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (11) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes §

1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. ***The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract or (C) initialing this nondiscrimination affirmation in the following box:***

R. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or OPM's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) 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. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

S. Iran Energy Investment Certification

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

T. 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.

U. 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 Agency. The Agency may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the Agency for a breach is without prejudice to the Agency's or the State's rights or possible Claims.

V. 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.

W. 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.

X. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

Y. Non-Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Z. Contractor Certification

The Contractor certifies that the Contractor has not, within the three (3) years preceding the Contract, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it 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 or made an admission of guilt of such conduct which is a matter of record.

AA. Large State Contracts – Contractor Representation

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

BB. Large State Contracts – Agency Official Representation

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

CC. State Contracting Standards Board

Per Connecticut General Statute § 4e-7, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

DD. Large State Construction or Procurement Contract

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

EE. Whistleblowing & Retaliation

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes if the amount of this Contract is a "large state contract" as that term is defined in such statute. 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 such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

FF. Campaign Contribution and Solicitation Prohibitions

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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.

GG. 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.

HH. Access to Data for State Auditors

The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM and the State Auditors of Public Accounts at no additional cost.

II. Protection of Confidential Information

- (a) This Contract may be subject protection of confidential requirements, and, if applicable to the Contract, Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information that they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices - as they may be amended from time to time.
- (b) Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive Written Information Security Policy ("WISP") for the protection of Confidential Information that meets or exceeds current industry standards as may be amended from time to time. The safeguards contained in the WISP shall meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal

and State law and in the written policies of the State of Connecticut Department of Administrative Services ("DAS") or OPM 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 and an auditable electronic system of logging and tracking the viewing, accessing, or both, of Confidential Information;
 - 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 Confidential Information that is stored on laptops, portable devices, and storage media or being transmitted electronically.
- (c) Contractor and Contractor Parties shall notify DAS, OPM and the Connecticut Office of the Attorney General as soon as practical, but no later than the next business day, 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 Security Breach has occurred which, in the sole opinion of OPM after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes § 36a-701b, or otherwise (collectively, "Breach"), Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, OPM and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by Contractor at its own cost and expense to all individuals and entities affected by the Confidential Information Breach. Such credit monitoring and protection plans 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 and 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 Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, OPM or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Agreement.
- (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 HIPAA or the provisions of this Contract concerning the obligations of Contractor to OPM.

JJ. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

KK. Agent for Legal Service of Process

If Contractor is an individual/sole proprietor and not domiciled in Connecticut, Contractor shall appoint a registered agent for legal service of process within the State of Connecticut ("Agent") to receive and route all service of process and legal mandates and notifications related to the Contract and the resulting business relationship. Contractor shall provide such Agent's registered agent location address within Connecticut to OPM prior to the execution of the Contract and shall maintain such Agent throughout the term of the Contract.

LL. Call Center and Customer Service Work

This Contract may be subject to call center and customer service work laws, and if applicable to the Contract, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

MM. Consulting Agreements Representation [If contract value less than \$50,000, Check "N/A"

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

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

If YES:

Contract Number:
Contractor's Name:
Office of Policy and Management

Name of Former State Agency

Termination Date of Employment

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

CONNECTICUT OFFICE OF POLICY OF MANAGEMENT

By: _____
Name: Jeffrey R. Beckham
Title: Secretary
Date: _____

CONTRACTOR (type in full name)

By: _____
Signature of person signing this Contract

Name: _____
Printed Name
Title: _____
Printed Title
Date: _____

APPROVED AS TO FORM
William Tong, Attorney General

By: _____
Jeffrey Zeman
Assistant Attorney General
Duly authorized

Date: _____