

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR LEGAL SERVICES

Issuing Agency: State of Connecticut Insurance Department
153 Market Street, 7th Floor
P.O. Box 816
Hartford, CT 06142-0816

Title: Request for Statement of Qualifications (“RFQ”) to provide Legal Services to the Connecticut Insurance Department

The Connecticut Insurance Department (“Department”) is establishing a Qualified Provider List (“QPL”) for legal service providers that may be engaged by the Department as authorized by the Connecticut Insurance Law. All interested individuals and/or organizations (“Applicant”) are invited to submit to the Department an electronic statement of qualifications (“Statement”), which delineates how the requirements of a category or categories of legal services, as outlined herein, are satisfied as well as rates and costs for the legal services for each category.

Statements will be accepted on an ongoing basis. **All Statements must conform to the requirements as identified in this request.**

SEND ALL STATEMENTS DIRECTLY TO THE STATE OF CONNECTICUT INSURANCE DEPARTMENT, ATTN: ANTHONY FRANCINI, STAFF COUNSEL AT ANTHONY.FRANCINI@CT.GOV.

Questions regarding the Statement must be submitted by email only. Please send emails to: Anthony.Francini@ct.gov

Accepted legal service providers will be notified by email
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The Department will accept Statements and will update the QPL as legal service providers are prequalified. Once placed on the list, each legal service provider must conform to the biennial renewal requirements to remain on the QPL.

Background

The Connecticut Insurance Commissioner is authorized to engage legal counsel in connection with the Department's statutory duties pertaining to insurer licensing, financial analysis and examinations of insurers, and review of and proceedings pertaining to insurer related filings. This RFQ is applicable to legal services that will be provided to the Department and for which payment for such services will be made by the company or other applicable entity that is the subject of such services.

Rejection of Statement

The Department reserves the right to reject any Statement if nonconforming with this RFQ or if such rejection is for any reason deemed to be in the best interest of the State.

No Statement will be accepted from any entity or person who is currently: (i) a respondent or defendant in any administrative or civil action brought by the Commissioner alleging misfeasance or negligence in a professional capacity; or (ii) a defendant in any action brought by the Commissioner in his or her capacity as liquidator or rehabilitator of an insurance company pursuant to C.G.S. chapter 704c, which alleges misfeasance or negligence by such defendant in a professional capacity. Any person or entity against whom a finding or judgment of misfeasance or negligence is upheld in any action by the Commissioner, will not be eligible to submit a statement to be considered for inclusion on the QPL for a three-year period from the date of the imposition of the ruling.

Following a review of the Statements, the Agency Procurement Officer ("APO") shall recommend to the Commissioner for approval a list of qualified legal service providers that satisfy the Department's criteria for each category as set forth in this RFQ. The Department's QPL will be used as the basis of selection when the need for a specific service arises. At such times, one or more qualified individuals and/or organizations may be asked to submit proposals on specific assignments for consideration. Proposals for each assignment will be evaluated and given fair consideration for a prospective engagement with the ultimate decision for a contract made by the Commissioner or designee.

The Department will comply with the non-discrimination and affirmative action provisions of the Connecticut General Statutes as well as any other laws affecting contracting and the awarding of state contracts along with any applicable federal laws in the ultimate engagement of outside services.

Rights Reserved to the Department

The Department reserves the right to reject any Statement in whole or in part for Applicant misrepresentation or if the Applicant has defaulted on any prior Department contract, or if the Statement limits or modifies any of the terms and conditions and/or specifications of this RFQ. The Department also reserves the right to waive technical defects, irregularities and omissions, if, in its sole judgment, the interest of the Department will be served thereby.

The Department further reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revocation of an awarded contract already entered into with an Applicant and subsequently award of that contract to another proposer. Each person or entity submitting a Statement acknowledges that such

revocation and re-award by the Department shall not constitute a breach of contract since the revoked contract with the initial Applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Department and such Applicant.

The Department also reserves the right to revise, discontinue or close this RFQ to additional applicants at any time.

Cost Liability

Neither the Department nor the State of Connecticut assumes any responsibility of any kind for costs incurred by an Applicant prior to selection and entry into a binding contract for a specific engagement.

No Guarantee of Selection

Acceptance of a Statement and placement on the QPL does **not** guarantee that an Applicant will be selected for any engagement.

General Information

Listed below are categories in which the Department may require contractual assistance. The scope of any examination, analysis, review or any other engagement as may be requested will be determined solely by the Department. The Department may contract with providers from more than one category for assistance.

Each Applicant must provide a description of its experience and qualifications for each service category for which consideration is sought for placement on the QPL. The Applicant may submit requests to be considered for one or more service categories and may be qualified as a provider for one or more categories, and may periodically supplement its Statement with its qualifications for additional service categories.

All Applicants are strongly urged to review the contractual provision required by state contracting laws (“Contract Requirements”) and the associated certifications and affidavits as required by state law, samples of which is attached to this document as Appendix 1. ***The terms and conditions of the required Contract Requirements are in conformity with the contracting laws of the State of Connecticut and are not negotiable. Failure to accept the terms and conditions of the contractual provisions may be grounds for exclusion from consideration.*** Upon selection for a project, Exhibit A to the engagement contract will reflect the negotiated Scope of Service requirements and Exhibit B will reflect the compensation arrangements for each specific engagement.

The following link is to the most recent Ethics Forms: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

The following link is to the most recent Connecticut State Elections Enforcement Commission forms: <https://seec.ct.gov/Portal/forms/ContractorForm>

The following is the link to the most recently published Guide to the Code of Ethics for Current or Potential State Contractors: http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf.

Please Note: The terms and conditions of the Contract Requirements as well as the certifications or affidavits, are subject to change at any time as required by changes to state law or under the requirements of the Office of the Attorney General, Department of

Administrative Services, State Insurance and Risk Management Board, Office of Policy and Management or the State Contracting Standards Board.

Instructions to Applicants

Statements must contain all required information as requested in the section below entitled "Statement Format and Content". In addition, all affidavits or certifications provided as appendices must be completed in full and returned as part of the statement response.

Questions

Questions regarding this RFQ must be submitted in writing by email. Questions should be directed to:

Anthony Francini
Staff Attorney
Connecticut Insurance Department
Anthony.Francini@ct.gov

Applicant's Statement

In order to be considered for selection, Applicants must submit to the Department a complete electronic response to this RFQ.

The complete application package shall consist of a Statement that includes the following information:

1. A cover letter identifying:
 - the original copy of the Statement
 - contact information (including name, title, postal address, email address, telephone and fax numbers)
 - a statement certifying that all information included in the Statement and submitted is accurate to the best of the applicant's knowledge and belief
 - a statement certifying that the Applicant has received a copy of the current Guide to the Code of Ethics for Current or Potential State Contractors
 - a statement certifying that the Applicant has reviewed the Contract Requirements and accompanying certifications and affidavits and understands that a condition of being included on the QPL is acceptance of all terms and conditions of the Contract Requirements and all certifications and affidavits without any opportunity to negotiate any of the terms, conditions or provisions thereof. The additional terms including the scope of service for each specific engagement will be negotiated at the time of such engagement. **(Please do not execute the Contract Requirements or any of the certifications/affidavits as part of your Statement.)**
2. The cover letter must be signed by the Applicant's chief executive officer or other senior officer who is authorized to act for the Applicant.
3. Consecutive page numbering for easy reference.
4. A Statement table of contents and identification of Statement sections.
5. Identifiable and specific responses to each of the particular criteria set forth in this RFQ.

Acceptance of Statement Content

The contents of an Applicant's Statement may become a part of any contract awarded as a result of these specifications.

Freedom of Information Act Disclosure

Documents received and maintained by the Department may be subject to public disclosure upon a request made under Connecticut's Freedom of Information Act (C.G.S. Secs 1-200 et seq.). When submitting a Statement, the Applicant may wish to designate with an appropriate notation any page of the Statement that is believed to contain trade secret(s) or confidential information. While such a notation will not automatically constitute a determination that the information so designated is exempt from disclosure, it will aid the Department in evaluating the information in the event such evaluation becomes necessary for the purpose of determining whether it falls within an exception to the Freedom of Information laws.

Term of List and Renewal Requirements

For statements received before June 30, 2024, a QPL legal service provider will be eligible for consideration for an assignment through June 30, 2026. Placement on the QPL as a prequalified provider is automatically renewable thereafter upon compliance with the following conditions:

- Submission by June 30, 2026 and thereafter on a biennial basis to the Department of:
 - a biennial fee schedule for the next two-year period (e.g., July 1, 2026 to June 30, 2028) **(The Department does not negotiate rates for each engagement; the Department will only pay for services according to the rates on file. If a rate not on file is billed, payment will be made at the lower of the billed rate or the filed rate.)**
 - an organizational update, including any management and staff changes and resumes of any new staff as of July 1 for each biennial period.
- Maintaining a satisfactory evaluation of delivered services.

Approximately sixty (60) days after a provider completes work on a contract, a written evaluation of the provider's performance will be completed. A provider must receive a satisfactory evaluation to be eligible for future projects. On a biennial basis, the Department will review each provider's evaluation(s) to determine if a minimum aggregate satisfactory rating has been maintained. Any provider not maintaining a minimum aggregate satisfactory rating will be terminated from the list. Such a provider may re-apply to be added to the list after a period of one year.

Oral Presentation

The Department does not typically require any oral presentations.

Rate and Cost Changes

All rates and costs when established and agreed upon shall be firm and not subject to increase during the period of the contract.

Statement Format and Content

All instructions, terms and conditions contained in the Statement must be met in order to qualify for consideration of award. Those statements which do not meet those conditions will be considered non-responsive.

The Statement must be submitted in three, easily identifiable sections as follows:

- **Section 1 - Technical Statement:** This section details the service categories for which the Applicant is submitting qualifications and includes a description of the provider's experience and capabilities for each such category, which shall specifically address the Preferred Qualifications for each category. Such descriptions should be described in sufficient detail to permit the Department to evaluate them fairly and with a minimum of possible misinterpretation.
- **Section 2 – Rate and Costs Statement:** This section contains all information related to rates and costs for each category of service for which the Applicant is submitting qualifications.

Section 3 - Organizational Support and Experience: This section contains all pertinent information relating to Applicant's organization, personnel and experience that would substantiate its qualifications and capabilities to perform the services required by the scope of the RFQ.

Applicants must provide a completed **QUALIFIED PROVIDER CANDIDATE AUTHORIZATION TO RELEASE INFORMATION** form for each person for whom a resume has been submitted. See Appendix 2.

SECTION 1 – TECHNICAL STATEMENT:

This Statement section shall identify the Applicant's experience and capabilities related to the legal service categories set forth below for which the Applicant seeks designation as a pre-qualified provider. The Statement must also address the Preferred Requirement for each applicable category.

For each category, the Applicant must include documentation outlining similar services provided to other insurance regulators or other clients during the past three years and provide the name, address and telephone number of three current references familiar with such services.

Please be advised that (i) the scope of work shall be established by and all work will be performed under the direction of Department staff, and (ii) any Contract may obligate the provider to provide the Department with written status reports, other reports or analyses on a periodic basis or as determined by the Department. The Department's work product related to any engagement, may contain excerpts from provider's reports or analyses.

PREFERRED REQUIREMENTS: All Categories

The provider's lead attorney for each category must have a minimum of eight years' experience providing legal advice in connection with the work for such category. Other assigned attorneys must have a minimum of two years' in such work. Resumes of

individuals who may or will be assigned to such work, including qualifications and experience, must be included with the Statement. The Applicant should file similar information with the Department for staff hired subsequent to its placement on the QPL.

CATEGORY 1: Financial Regulation

A. Insurer License Applications

Pursuant to C.G.S. Section 38a-8(d), the Applicant will provide legal services in support of the Department's the review of an insurer's license application.

B. Financial Examinations

Pursuant to C.G.S. Sections 38a-8(d), 38a-14(c)(1) and 38a-14a(b) the Applicant will provide legal services in support of periodic full scope or limited scope examinations of the financial condition of Connecticut domestic insurers or health care centers, or examinations of insurers licensed in Connecticut. Examination work is conducted in compliance with the Connecticut General Statutes, the NAIC Accounting Practices and Procedures Manual, NAIC Annual Statement Instructions, NAIC Examiners Handbook and the Department standards.

C. Financial Analysis

Pursuant to C.G.S. Sections 38a-8(d) and 38a-14a(b), the Applicant will provide legal services in support of the Department's quarterly and annual financial analysis of insurers or health care centers. All financial analysis work performed is to be conducted in compliance with the Connecticut General Statutes, the NAIC Accounting Practices and Procedures Manual, NAIC Annual Statement Instructions, NAIC Financial Analysis Handbook and Department standards.

D. Holding Company and Other Corporate Filings and Proceedings

Pursuant to C.G.S. Sections 38a-8(d), 38a-132(c), 38a-135(q)(9), 38a-142a(f) and 38a-156u, the Applicant will provide legal services in support of the Department's review of corporate or other transactions involving Connecticut domiciled insurers including filings and/or proceedings.

CATEGORY 2: Other Services

A. Rate, Form and Similar Filing Review

Pursuant to C.G.S. Section 38a-8(g) the Applicant will provide legal services in support of the Department's review of rate, form or similar filings submitted to the Department.

B. Captive Insurance Company Review

Pursuant to C.G.S. Sections 38a-91bb(d)(1) and 38a-91hh(c)(1), the Applicant will provide legal services in support of the Department's review of the affairs of captive insurance companies.

C. Life Settlements

Pursuant to C.G.S. 38a-465e(e)(4) the Applicant will provide legal services in support of the Department's review of life settlements.

D. Health Insurance Investigations

Pursuant to C.G.S. 38a-479ee(a) the Applicant will provide legal services in support

of the Department's investigations of managed care organizations and/or preferred provider networks.

SECTION 2 – COST STATEMENT

This section of the statement shall contain (i) the hourly rates for each class/type of staff anticipated to be used on any engagements for any of the categories the Applicant is seeking to be qualified, and (ii) all related costs. The rate and cost information provided must be for a one-year period.

SECTION 3 – ORGANIZATION SUPPORT AND EXPERIENCE

The Applicant shall submit a description of the administration and operation of its organization. This section of the statement shall contain at least the following information:

1. Location of Applicant's headquarters and nearest offices. Include copy of Certificate of Incorporation or Partnership.
2. Any Applicant shall provide the following about itself and any parent corporation and all subsidiaries and affiliates: (1) an organizational chart by ownership of all affiliated entities; (2) the names and addresses of owners / partners / shareholders of each entity; and (3) the names and addresses of members of the Board of each entity.
3. A chart of the Applicant's organization which shows, for key project staff members, their level of responsibility within that organization. Provide an estimate of the number, types and functions of the personnel considered necessary to the administration and operation of the organization on a statewide basis with a separate job description detailing the roles of key persons. Include an explanation of the contractual and financial relationships between the Applicant and the personnel who will be responsible for providing the legal services.
4. A list of any other regulatory entities with which the Applicant is similarly contracted. This list shall include a brief description of the nature of any such arrangement.
5. In responding to this RFQ, the Applicant must describe how it will:
 - Provide personnel who possess the appropriate training and qualifications for the area in which they will be providing legal services. The Statement should include the criteria to be used for the selection of personnel.
 - Ensure the availability of appropriate personnel as needed for timely and efficient services.
 - Ensure the neutrality and objectivity of all personnel providing legal services and avoid conflicts of interest. Provide affirmative evidence that no conflict of interest exists.

STATEMENT EVALUATION CRITERIA

The following criteria, not necessarily listed in order of significance, will be used to evaluate statements:

1. The qualifications and quantified experience of personnel to be providing the legal services.
2. The firm's past performance on projects of similar scope and size.
3. The ability of the Applicant, as judged by the State, to successfully complete the assignments within the proposed schedule.
4. Costs/fee structure.
5. Performance evaluations on file for Applicants currently on the Department's QPL.

SELECTION OF PROVIDERS FROM THE QPL FOR AN ENGAGEMENT

When the need for a specific service arises, the QPL will be used as the source for selection of a provider(s). For some engagements the Department may choose to identify more than one provider and request additional information relative to specific qualifications for the assignment, availability of specialized resources, etc., prior to formulating a recommendation.

The following criteria will be used in the evaluation process:

- Demonstrated proficiency in performing assignments of this nature for Connecticut and other regulatory jurisdictions and/or the insurance industry;
- Personnel capabilities including the education, experience and skills required to provide the service, as well as sufficient staff resources to meet the Department's needs and established timeframes; and
- Professional fees and expense structure.

A recommendation to engage the provider(s) will be submitted to the APO, who will make a recommendation to the Commissioner. The Commissioner shall accept, reject or modify the APO's recommendation.

The Department, in accordance with provisions of the Connecticut General Statutes, will prepare the actual Contract for Legal Services ("Contract"). Statutory contractual provisions, a detailed description of the services to be provided, staffing levels, professional fees and expenses, deliverables, time frame for completion as well as the responsibilities of the provider and the Department will be specified in the Contract.

By execution of the Contract, the selected provider expressly agrees to comply with all statutory provisions of the core Contract. The scope of services will be customized for each engagement and will contain the provider's approach, deliverables and time frames and compensation.

In preparation for developing the scope of services, the proposed provider(s) may be required to review work papers, recorded information, documents and copies thereof produced by, obtained by or disclosed by the commissioner or any person in the course of

the contracted service, which shall be maintained as confidential in accordance with the applicable law. See, for example, Conn. Gen. Stat. Sections 38a-8(f) and 38a-14(j). The providers may be asked to complete Nondisclosure/Confidentiality Agreements prior to accessing any information which may be confidential.

The provider must provide the Department, via the APO, an estimate of its professional fees and expenses based on staffing level, hours and rates for each phase of an engagement.

The provider's bills must be submitted to the Department for review and approval. The Department will forward all approved invoices for payment to the applicable company for payment as provided by law.

All Contracts must be executed by a party who is authorized to bind the contract as evidenced by a board of directors' resolution or certification under oath.

THE ENGAGEMENT EVALUTION PROCESS

Not later than sixty days after a provider completes work under a contract, the Department staff involved in the oversight of the provider will complete a written evaluation of the provider's performance. The criteria to be considered include but are not limited to the following:

- Knowledge and understanding of Connecticut's regulatory framework;
- Performance (quality, quantity, thoroughness, accuracy and timing);
- Communicating and reporting progress to the Department at regular intervals;
- Ability to deliver contracted services within agreed upon cost estimates; and
- Value added (training, researching issues, understanding and documenting new developments).

The Department's evaluation will also take into consideration the provider's understanding of the scope of the assignment, time frame in which it was completed, the final work product and final cost of the services provided in comparison to the original estimate. A provider must receive a satisfactory evaluation to be eligible for future projects.

APPENDIX 1
STATUTORY CONTRACT REQUIREMENTS

1. Definitions. Except where defined elsewhere in this Appendix A, the terms stated below shall be defined as follows:
 - (a) Agency: The Connecticut Insurance Department.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Confidential Information: 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 Agency 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: 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 client, the Contractor, the Department or State.
 - (e) Contract: The [Contractor] Engagement Letter including this Appendix A, as of its effective date, between or among the Parties.
 - (f) Contractor: [Contractor].
 - (g) Contractor Parties: 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) Records: 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, memoranda and correspondence, kept or stored

in any form.

- (i) State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
 - (j) Termination: 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.
2. 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 (i) 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.
 3. Access to Contract and State Data. The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
 4. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 5. Termination. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency 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.

6. 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.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency 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.
7. Sovereign Immunity. The parties acknowledge and agree that nothing in 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.
8. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b)

the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

9. 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.
- (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 shall 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 Agreement. The Contractor shall 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 Agreement'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 seven (7) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier Termination of this Agreement, 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) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

10. Campaign Contribution Restriction. 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 Agreement 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.
11. 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 Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (i) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (ii) Reasonable restrictions on access to Records containing Confidential Information, including access to any locked storage where such Records are kept;
 - (iii) A process for reviewing policies and security measures at least annually;
 - (iv) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (v) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency 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 Agency 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 Agency, 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.

12. 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 the Client Agency'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.

13. Nondiscrimination.

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

- (i) "Commission" means the Commission on Human Rights and Opportunities;
- (ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (vii) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for

employment; (4) the Contractor agrees to comply with each provision of this Section and 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:

14. Iran Investment Energy 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.

15. Consulting Agreement Representation. 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 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.

18. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, 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.

APPENDIX 2

CANDIDATE AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize any person, educational institution, or company I have listed as a source of education, certification, employment or as a reference on my application to the State of Connecticut Insurance Department to disclose in good faith any information they may have regarding my qualifications and fitness for selection as provider in the categories identified. I will hold any former employers, educational institutions, and any other persons giving references or information free of liability for the exchange of this information and any other reasonable and necessary information incident to the selection process.

Print Name: _____

Title: _____

Name of Legal Services Provider: _____

Signed: _____

Date: _____