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DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION

## LEGAL AFFAIRS UNIT

1111 COUNTRY CLUB ROAD, MIDDLETOWN, CT 06457 (860) 685-8000

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May 22, 2025

Brian Ohler, First Selectman  
100 Pease Street  
North Canaan, CT 06018

Dear First Selectman Ohler:

Enclosed please find a proposed renewal of the Resident Trooper Contract for the period of July 1, 2025 through June 30, 2027. There have been two substantive changes to the Contract, namely, the addition of Section I.A.5. and the last sentence of Section I.F.2.

Please review the enclosed Contract, execute it where indicated, and return it to the Legal Affairs Unit, either via email ([Jennifer.Miller@ct.gov](mailto:Jennifer.Miller@ct.gov)) or regular mail (Department of Emergency Services and Public Protection, Legal Affairs Unit, Attn: Jennifer Miller, 1111 Country Club Road, Middletown, CT 06457), no later than **June 30, 2025**.

If you have any questions regarding the Contract, please feel free to contact the office at (860) 685-8150. We look forward to our continued working partnership.

Sincerely,

*Jennifer F. Miller*

Jennifer F. Miller  
Staff Attorney  
Department of Emergency Services and Public Protection

**CONTRACT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF  
EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF STATE  
POLICE AND THE**

**TOWN OF:** North Canaan

**TOWN ADDRESS:** 100 Pease Street  
North Canaan, CT 06018

**FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS**

**TOWN FEIN#:** 06-6002052

**AGREEMENT NUMBER:** 2000/100

**CONTRACT PERIOD: July 1, 2025 to June 30, 2027**

In consideration of North Canaan (the "Town"), acting through its Chief Executive Officer (the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes Section 29-5, as may be amended, and other good and valuable consideration, the Department of Emergency Services and Public Protection ("DESPP"), Division of State Police (the "State Police"), acting through its Commissioner, duly authorized, hereby agrees to provide the Town with the services of one (1) Resident State Police Trooper(s) during the above-referenced contract period.

This Contract is subject to the following additional terms and conditions:

**I. Law Enforcement Operations and Activities**

**A. Authority Over Police Operations**

The Town hereby delegates to the State Police complete and exclusive authority to supervise and direct the law enforcement operations of: (1) appointed constables and (2) police officers (collectively "Town Officers") in the Town as set forth below.

1. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act (the "MERA") and/or are contained within any collective bargaining agreement between the Town and the Town Officers' collective bargaining representative, all Town Officers shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Emergency Services and Public Protection (the "Manual"), and to all applicable sections of the Connecticut General Statutes. Town Officers shall ensure that all Town police personnel are in compliance with any amendments to the Manual, which may be accessed through the Power DMS system.
2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict with any provision of the MERA or any collective bargaining agreement between the Town and the Town Officers' collective bargaining representative, and shall provide a copy of any such agreement to the State Police.

3. During collective bargaining, the Town shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.
4. The Town and its managers shall be responsible for ensuring that all Town Officers and personnel adhere to all applicable state and federal laws, including but not limited to the provisions set forth in the July 2020 Act Concerning Police Accountability (Public Acts, Spec. Sess., July, 2020, No 20-1) ("the Act"). Further, the Town shall be solely responsible for ensuring that Town police departments satisfy the Connecticut Police Officer Standards and Training Council's Tiered Accreditation program, codified in Conn. Gen. Stat. § 7-294ee.
5. The Town shall be responsible for representing itself at any administrative proceeding arising from its denial of its residents' applications for permits to carry pistols or revolvers. A Resident State Trooper may be a witness at any such administrative proceeding, but neither a Resident State Trooper nor the State Police shall represent the Town at any such proceeding. To the extent that the Town intends to call a Resident State Trooper as a witness, the Town shall give the State Police at least five (5) business days of notice prior to the date of the administrative hearing.

**B. Patrol Activities and Assignments**

The Resident State Police Supervisor or Trooper, as applicable, assigned to each Town shall be solely responsible for making all patrol and special activity assignments for Town Officers, including the law enforcement duties to be performed, taking into consideration: the needs of the Town after consultation with the Town CEO; all applicable state and federal laws, rules, and regulations; sound police practices; any rights of the Town Officers as specified in any collective bargaining agreement between the Town and Town Officers' collective bargaining representative; and the Town's obligations under the MERA.

**C. Grant Funding**

Prior to submission, the Town shall confer with the relevant Troop Commander regarding anticipated grant applications related to law enforcement activities including as examples DOT enforcement initiatives, equipment, or technology. The DESPP Grant Unit is available as a resource to assist the Town with the application process. It is understood that the Town, and not a Trooper, shall be the sole signatory on grant applications. Additionally, the Town shall be responsible for compliance with all grant terms and conditions and shall administer said grant funds in accordance with any grant approval. Any law enforcement technology or equipment purchases resulting from grant approvals shall be compatible with DESPP State Police systems and subject to DESPP official policies in accordance with the technology interoperability identified in Section I, paragraph E below.

#### **D. Investigative Methods**

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures in the Town shall be in accordance with the provisions of the Manual and all applicable state and federal laws, rules, and regulations, including but not limited to the Act.

1. Serious crimes, serious injury crimes, and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable; by State Police personnel assigned to the area State Police Troop; by the respective State Police major crime unit; or any other State Police investigative unit deemed appropriate by the State Police. When Resident State Police Troopers from more than one Town work together in mutual aid such as in response to a large motor vehicle accident, all Resident State Police Troopers and Town Officers shall follow the direction of and answer to the highest ranking State Police Trooper on scene. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a Town Officer by the State Police after taking into consideration the nature of the case, requirements of the investigation, shift resources, response time, and the experience and training of the Town Officer.
2. Every effort will be made by the State Police to allow a Town Officer to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices.

#### **E. Reports and Records**

1. All police investigative records generated by Town Officers, except for those generated by dashboard cameras and body worn cameras ("BWC"), shall be the property of DESPP State Police and shall be prepared, formatted and submitted to DESPP State Police in the manner approved by DESPP State Police. DESPP State Police shall not be responsible for the storage of dashboard camera or BWC data generated by Town Officers. No paper records may be stored at the resident trooper location.
2. The Town shall respond to any Freedom of Information Act ("FOIA") requests for police investigative records generated by Town Officers, other than those for dashboard camera and BWC data, by informing the requester that such records are under the sole custody and control of DESPP State Police. The Town shall be solely responsible for fulfilling FOIA requests for dashboard camera and BWC data captured by Town Officers. DESPP shall be solely responsible for fulfilling FOIA requests for dashboard camera and BWC data captured by its employees, to include Resident Trooper Supervisors and Resident Troopers. DESPP State Police shall not be responsible for the costs of purchasing dashboard camera and BWC equipment for Town Officers, the costs of storage and processing dashboard camera and BWC data for Town Officers, and the costs of fulfilling FOIA requests related to dashboard camera and BWC data captured by Town Officers. The Town may direct

requests for motor vehicle accident reports to the Troop for processing in accordance with DESPP State Police policy.

3. All police investigative records generated by Town Officers, including but not limited to dashboard camera and BWC data, shall comply with the retention requirements of the regulations adopted by the State Librarian under the authority of section 11-8 of the Connecticut General Statutes and shall comply with the record storage requirements outlined by the Department of Administrative Services, Bureau of Enterprise Systems & Technology.
4. The Town shall be responsible for providing network connection interoperability and technological compatibility to the DESPP State Police Records Management System in accordance with the requirements of DESPP State Police. The Town shall be responsible for and shall fully ensure interoperability of the records management system and the initiatives impacting such technology systems between the Town and DESPP State Police.

#### **F. Technology**

1. The Town shall be responsible for and shall ensure interoperability of information technology systems and initiatives impacting technology systems between the Town and DESPP.
2. In order to fully support interoperability, the Town shall inform DESPP State Police of all anticipated technology purchases and initiatives related to law enforcement technologies at least thirty (30) calendar days before the Town purchases and/or acts on vendor agreements. Such technologies include, but are not limited to, body-worn cameras, license plate readers, drones, recording devices, and electronic defense weapons. DESPP State Police shall respond to the Town whether the technology and/or initiative proposed can be interfaced with DESPP State Police technology systems, and/or whether the technology or initiative is compatible with the DESPP State Police technology systems and covered by a DESPP official policy. Compatibility shall include, but not be limited to, connectivity, storage, retrieval, security, and system to system communication. The Town's failure to notify DESPP before purchasing any new technology shall be construed as a breach of contract, particularly where said technology is subsequently determined to either directly impact DESPP's operations or be incompatible with DESPP systems.
3. It is understood that the Town shall incur any costs associated with interfacing, connecting, storing, retrieving and/or creating the proposed technology system and/or initiative. If the Town purchases technology or equipment that is not compatible with DESPP systems or is not covered by an official DESPP policy, the Town accepts all liability for such technology or equipment and shall indemnify, defend and hold harmless DESPP and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all claims arising, directly or indirectly, in connection with the Town's purchased technology, including the acts of commission or omission of the Town or DESPP; and 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 of commission or omission, or the Contract.

4. To ensure interoperability and compatibility between the technologies, the Town shall identify an information technology liaison to serve as a technical contact to address technical changes and/or upgrades relating to law enforcement technologies. DESPP must be able to access and record all technology and associated data and electronic storage, including electronic communications, in a timely manner on a 24/7 basis. DESPP must be able to download and/or make copies of such data at any time.

#### **G. Telecommunications**

The Town shall follow all DESPP State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and technology.

#### **H. Office Space**

The Town shall provide an office determined suitable by State Police Command for use by the Resident State Police Trooper(s). The Town shall be responsible for the costs of establishing and maintaining the office space, and the State Police shall supply the necessary equipment for use by the Resident State Police Trooper(s) except as stated in subsection (2), below.

1. The Resident State Troopers' office space will be adequate for all assigned Resident State Police and Town personnel to execute their duties safely and in adherence to all applicable public health and safety protocols.
2. The Resident State Troopers' office shall be equipped with an evidence/property holding area. The evidence/property holding area will be outfitted such as to enable organization, documentation, and short-term storage of evidence.
3. Should the need arise for the Resident Troopers' office space to be relocated, or should the office space otherwise become unavailable, such office space shall not remain unavailable for use for any extended or unreasonable period of time without the Town providing replacement office space determined suitable by State Police Command.

#### **I. Chain of Command**

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town Officers. The State Police Troop Commander, the Resident Trooper Supervisor, and the Resident State Police Troopers shall make reasonable efforts to be available to and regularly communicate with the Town CEO regarding public safety and law enforcement issues impacting the Town.

1. In the absence of the assigned Resident State Police Supervisor or Trooper, where

applicable, the chain of command for Town Officers shall progress to the area State Police Troop Commander, or their duly assigned on-duty shift supervisor, and to the State Police District Commander.

2. ~~The intent of this contract is to provide positive direction for the working relationship between Town Officers and State Police personnel. All significant conflicts between Town Officers and State Police personnel shall be referred to the next senior officer in the State Police chain of command.~~

**J. Use of Police Canines by Town Officers**

The use of Town police canines by Town Officers shall be consistent with DESPP policies and procedures. Towns electing to use alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of DESPP, or to state and federal laws, rules, and regulations, the Town assumes all liability for any injuries or damages caused thereby.

**K. Overtime**

The State Police retains the right to make overtime assignments of State Police personnel in accordance with the prevailing State Police collective bargaining agreement and state law. Overtime assignments in the Town that require State Police services outside the scope of this contract and Connecticut General Statutes Section 29-5 such as those that fall within the scope of Connecticut General Statutes Section 7-284 shall be assigned in accordance with the prevailing State Police collective bargaining agreement and paid for by the Town in accordance with the prevailing rates for private contractor extra duty overtime assignments. This provision is intended to apply only to overtime performed by State Police personnel and is not intended to limit the rights of Town Officers under any applicable local collective bargaining agreement.

**L. Administrative Responsibility**

1. The Town shall retain administrative responsibility for its Town Officers and personnel, including but not limited to: Ensuring compliance with entry level standards for newly hired Town Officers, and training and certification requirements established by the Police Officer Standards and Training Council (POSTC) in accordance with the provisions of Connecticut General Statutes Section 7-294a *et seq.* and associated Regulations of Connecticut State Agencies, or as otherwise required by law; compensation for services rendered; hours or shifts to be worked; and provisions of uniforms and equipment.
  - i. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Town by scheduling Town Officers so as to enable them to meet these requirements in a timely manner.

## **2. Administrative Investigations/Discipline**

All misconduct or performance issues on the part of Town Officers which cannot reasonably be resolved through counseling or the issuance of a DESPP Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable; and which may warrant the imposition of discipline, however minor; or the need for additional remedial training; shall be promptly reported to the Town CEO. The Town CEO shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

- i. Allegations of misconduct on the part of Town Officers which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual, the Connecticut General Statutes, the Act, and with any collective bargaining agreement between the Town and the Town Officers' collective bargaining representative. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town Officers. Imposition of discipline, if any, upon Town Officers, or assignment for additional training to remedy performance deficiencies on the part of Town Officers, shall be the responsibility of the Town.

## **3. Evaluations**

In accordance with its obligations under the MERA and consistent with the terms of any collective bargaining agreement between the Town and Town Officers' bargaining representative, the Town shall implement a work performance evaluation system for all of the Town's Officers. Such work performance evaluations shall be issued at least annually.

- i. The Town recognizes that evaluations are: 1) an effective supervisor's tool, and 2) that they identify superior or substandard work performance.
- ii. Consistent with the terms of any collective bargaining agreement between the Town and the Town Officers' collective bargaining representative, the Resident State Police Supervisor or Trooper and DESPP shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town Officers.
- iii. The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town Officer's official personnel file, which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.



## **II. Payment for Services Rendered**

### **A. Costs and Schedule of Payments**

The Town agrees to reimburse the State Police in accordance with Connecticut General Statutes Section 29-5, as may be amended, for the cost of compensation, maintenance, and other expenses, including reasonably necessary overtime costs and fringe benefits for its assigned Resident State Police Supervisor or Trooper(s) in accordance with the following:

1. The State Police shall invoice the Town on an annual basis, in arrears, for the accrued costs of services rendered under this Contract with the exception of overtime which shall be invoiced on a quarterly basis, in arrears.
2. The Town shall pay the State Police for the invoiced costs of services rendered under this Contract within thirty (30) days of receipt of each invoice. If the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the Town CEO to notify the State Police in writing before payment is due.
3. The State Police shall have the right to assess a late fee in the amount of five percent (5%) of the unpaid balance of each invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding balances, and then to each successive outstanding balance until fully paid.
4. Fringe benefit rates consist of the following components:
  - i. Social Security (FICA)-Federally established rate
  - ii. Medicare-Federally established rate
  - iii. Retirement-Office of State Comptroller's established rate
  - iv. Medical and Group Life Insurance-DESPP established rates
  - v. Unemployment Compensation-Office of the State Comptroller's established rate
  - vi. Workers Compensation- Office of the State Comptroller's established rate

These rates are established on an annual basis based on the State of CT's Fiscal Year (FY) and notification of these rates will be provided to the Resident Trooper Towns via an annual Fringe Benefit Rate Notification Letter from DESPP.

### III. Notices

Any written notices required under this Contract shall be delivered as follows:

If to the Town:

Name  
Street  
City/Town, Connecticut

If to the Department of Emergency Services and Public Protection:

Commissioner  
Department of Emergency Services and Public Protection  
1111 Country Club Road  
Middletown, CT 06457-9294

### IV. Attachment

**Attachment 1**, Department of Emergency Services and Public Protection Terms and Conditions, is incorporated herein by reference and made a part hereof.

### V. Entire Agreement

The Agreement and Attachment 1 constitutes the entire Agreement.

## THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

By: \_\_\_\_\_  
Ronnell A. Higgins (Date)  
Commissioner  
Duly Authorized Pursuant to C.G.S. Section 4-8

## TOWN OF NORTH CANAAN

By: \_\_\_\_\_  
\_\_\_\_\_  
(Date)  
Title: \_\_\_\_\_  
Duly Authorized

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# ATTACHMENT 1

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
ATTACHMENT 1  
TERMS AND CONDITIONS**

**DEFINITIONS**

Unless expressly provided within a specific provision of this contract, the following definitions shall apply to these terms and conditions:

- a. **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.
- b. **Contract:** This agreement, as of its effective date, between or among the Parties.
- c. **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.
- d. **Goods:** All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and additionally as set forth in Exhibit A, if any.
- e. **Goods or Services:** Goods, Services or both, as specified in the Solicitation and additionally as set forth in Exhibit A, if any.
- f. **Perform:** For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.
- g. **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.
- h. **Services:** The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- i. **Solicitation:** A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

- j. **State:** The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- k. **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.
- l. **Title:** all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

#### **AUDIT CLAUSE.**

Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

#### **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.

#### **DISCLOSURE OF RECORDS.** (If value of contract exceeds \$2.5 million)

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

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

**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.

**TERMINATION.**

- a. 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.
- b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c. The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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

#### **TANGIBLE PERSONAL PROPERTY.**

- a. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - 1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - 3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 
- b. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
  - c. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

#### **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

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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.

#### **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.

#### **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.

#### **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.

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- 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 three (3) 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.

#### **CAMPAIGN CONTRIBUTION RESTRICTION.**

For all State contracts, defined in Conn. Gen. Stat. §9-612 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 expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

#### **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

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Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  3. A process for reviewing policies and security measures at least annually;
  4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department 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 Department 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 Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

*"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

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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 Department 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.

“*Confidential Information Breach*” shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

#### **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.

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**NONDISCRIMINATION.**

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. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "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;
9. "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
10. "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds

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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.

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- 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: ☐

#### **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

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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.

#### **LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR.**

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:

- a. 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;
- b. 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
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

#### **LARGE STATE CONTRACT REPRESENTATION FOR OFFICAL OR EMPLOYEE OF STATE AGENCY.**

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.

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**CALL CENTER AND CUSTOMER SERVICE WORK**

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.

**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.

**CONSULTING AGREEMENT REPRESENTATIONS.**

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:

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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Date: \_\_\_\_\_