



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



Dear School Security Partner:

I am pleased to forward for your signature the attached **2023 School Security Competitive Grant Program** (Round 6) subgrant award. The attached award lists your entity's information, the location funded, the total project cost, state share, and local share.

Please take the time to review the information included in the award, initial, sign, and return the grant award to [SchoolSecurityGrant@ct.gov](mailto:SchoolSecurityGrant@ct.gov) within **45 days of your award date** to indicate your intent to accept funding under this program. Failure to do so may result in de-obligation of funding.

The related reporting compliance documents are available on our [website](#), and include the following:

- Quarterly Monitoring Form
- Reimbursement Data Sheet
- Reimbursement Verification Tool
- Emergency Plan Certification Form
- Full NCEF Checklist

Please take the time to familiarize yourself with the quarterly reporting requirements and reimbursement process.

In accordance with Conn. Gen. Statutes 10-222m and 10-222n, each local and regional board of education shall annually submit the school security and safety plan for each school under its jurisdiction to the Department of Emergency Services and Public Protection. Compliance with this requirement by the grantee will be confirmed prior to final reimbursement. Final payment will be withheld until a plan is submitted or the grantee is actively working on updating the plan.

Please feel free to contact us at [SchoolSecurityGrant@ct.gov](mailto:SchoolSecurityGrant@ct.gov) if you have any questions or need to make budgetary adjustments.

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security is pleased to work with you to enhance the security and protection of Connecticut's schools and citizens.

Sincerely,

Brenda M.  
Bergeron

Digitally signed by Brenda  
M. Bergeron  
Date: 2023.09.26 16:32:59  
-04'00

Brenda M. Bergeron  
Deputy Commissioner  
Department of Emergency Services and Public Protection  
Division of Emergency Management and Homeland Security





**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**  
**DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



**BUDGETARY CONDITIONS AND PROJECT BUDGET**

The attached budgets are approved for funding under the School Security Competitive Grant Program.

- B1. In accordance with guidelines set forth by the School Security Competitive Grant Program Working Group (Authorized by Public Act 13-3 and subsequent amendments including Public Act 20-1), funding may be transferred between line items however new line items cannot be created. Any budget changes require written notification and pre-approval by the designated DESPP Program Manager.
- B2. Funding transfers between schools are permitted on a case by case basis and require pre-approval by your designated program manager.
- B3. Revision of the entire Notice of Grant Award document is required solely for changes in the total project amount and the period of performance. This page initialed will suffice for shifts between schools and line items.
- B4. The grantee should consult the most recent version of the SSCGP Reimbursement Manual for more specific reimbursement related information.
- B5. Prior to submitting the first reimbursement request 25% total dollar amount must be spent, subsequent reimbursements can occur at 25% or greater increments of funding. The grantee may submit up to four requests in total.

School Name	Total Project Budget	State Share	Local Match
Academy of Information Technology & Engineering (A.I.T.E.)	\$70,250.00	\$42,150.00	\$28,100.00
Stamford High School	\$109,000.00	\$65,400.00	\$43,600.00
Westhill High School	\$109,250.00	\$65,550.00	\$43,700.00
Scotfield Magnet Middle School	\$70,250.00	\$42,150.00	\$28,100.00
Dolan Middle School	\$70,250.00	\$42,150.00	\$28,100.00
Davenport Ridge	\$59,500.00	\$35,700.00	\$23,800.00
K.T. Murphy	\$72,400.00	\$43,440.00	\$28,960.00
Cloonan Middle School	\$70,250.00	\$42,150.00	\$28,100.00
Rippowam Middle School	\$70,250.00	\$42,150.00	\$28,100.00
Rogers International Magnet School	\$59,500.00	\$35,700.00	\$23,800.00
Toquam Magnet School	\$59,500.00	\$35,700.00	\$23,800.00
Roxbury School	\$199,500.00	\$119,700.00	\$79,800.00
Stillmeadow School	\$94,180.54	\$56,508.32	\$37,672.22
Newfield School	\$59,500.00	\$35,700.00	\$23,800.00
Northeast School	\$59,500.00	\$35,700.00	\$23,800.00
Springdale School	\$34,500.00	\$20,700.00	\$13,800.00
Julia A Stark School	\$34,500.00	\$20,700.00	\$13,800.00
Turn of River Middle School	\$64,500.00	\$38,700.00	\$25,800.00
<b>TOTAL:</b>	<b>\$1,366,580.54</b>	<b>\$819,948.32</b>	<b>\$546,632.22</b>

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





**STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



**Project Specific Conditions**

*Check applicable box, if required*

- S1. Any budget changes for the Multi-Media School Security Competitive Grant Program must include pre-approval and authorization by the designated DESPP/DEMHS Program Manager.
- S2. The grantee is required to submit a [Grantee Quarterly Monitoring Report](#) on a quarterly basis. This report is due 30 days following the end of the quarter. The chart below lists the quarterly periods and the date this report is due. Failure to submit this report may result in payments being withheld.

<u>Period</u>	<u>Due Date</u>
<i>July 1- September 30</i>	<i>October 31</i>
<i>October 1- December 31</i>	<i>January 31</i>
<i>January 1- March 31</i>	<i>April 30</i>
<i>April 1- June 30</i>	<i>July 30</i>

- S3. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designated by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
- S4. The grantee shall comply with the following statutes and regulations:
  - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - Title VI of the Civil Rights Act of 1964, as amended;
  - 28 C.F.R. Part 42, Subparts C, D, E;
  - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
  - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
  - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
  - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).
- S5. In accordance with Public Act 13-3 and subsequent amendments, prior to reimbursement, the Board of Education shall 1) demonstrate and provide certification that it periodically practices an emergency plan at the schools under its jurisdiction and 2) that such a plan has been developed in concert with applicable state or local first-responders. Necessary certification forms will be available in the reimbursement package found online at [www.ct.gov/demhs](http://www.ct.gov/demhs). The certification forms will need to be completed prior to reimbursement with all necessary original signatures.
- S6. In accordance with Public Act 13-3 and subsequent amendments, prior to reimbursement, the grantee Board of Education must provide for a uniform assessment of the schools under its jurisdiction, including any security infrastructure using the National Clearinghouse for Education Facilities (NCEF) checklist. A copy of this checklist entitled "Full NCEF Checklist" can be found on our website at [www.ct.gov/demhs](http://www.ct.gov/demhs).  
  
This checklist is separate from the "Safe Schools Checklist" submitted with application documents.
- S7. In accordance with Conn. Gen. States 10-222m and 10-222n, each local and regional board of education shall annually submit the school security and safety plan for each school under the jurisdiction of such board, developed pursuant to subsection (a) of this section, to the Department of Emergency Services and Public Protection.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Project Specific Conditions

- SP1. The grantee must adhere to all guidelines set forth in the "Report of the School Safety Infrastructure Council" published by DAS on June 20, 2014 and any subsequent revisions to this document.
- SP2. Tree or bush removal is limited to problem areas in a school sightline and must be completed by a professional landscaper. This program will reimburse item removal not replacement.
- SP3. Window replacement and installation is only allowable when new windows and glazing are part of a prepackaged product or of they are penetration resistant. This is allowable on first floors or areas deemed to be at risk.
- SP4. Fencing installed must be a minimum 6'-0" high.
- SP5. All construction projects must comply with state and local fire, health and safety codes. If awarded, the applicant must request and keep on file an inspection report and Certificates of Occupancy, if applicable, from the local building inspector. Furthermore, the grantee must seek fire marshal approval for door lock replacement and modifications to buildings including but not limited to vestibules, entrances and exits. If requested by DESPP/DEMHS, the grantee will be required to supply documentation.
- SP6. The grantee must comply with all Federal, state and local law regarding environmental contamination and testing.
- SP7. Grantees must notify the DESPP/DEMHS Program Manager immediately of any plans to change ownership or tenancy of a funded facility during the period of performance of the grant.
- SP8. It is the responsibility of the applicant/grantee to follow all local and organizational competitive bidding procedures. The grantee should retain explanations of bidding and procurement decisions should they need to be reviewed. The use of state contracts is permitted for allowable expenses.
- SP9. An [Interoperable Communications Request Form](#) must be submitted by the subgrantee for approval of any purchase of interoperable radio/data communications equipment, including upgrades to existing systems. No funds may be expended on communications/data equipment until the approval has been received
- SP10. Questions regarding prevailing wage should be directed towards the Wage and Workplace Standards Division at the Connecticut Department of Labor at **(860) 263-6790**.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





**STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



**DEMHS Grant Conditions**

**SECTION 1: Use of Grant Funds.**

- 1.1 The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DESPP/DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period. DEMHS shall assume no liability for the reimbursement of expenditures incurred by the grantee until such changes have been accepted and approved by DEMHS in writing.

**SECTION 2: Fiscal Control.**

- 2.1 The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

- 3.1. The Grantee shall maintain a master file of all important documentation related to this grant, the authorized Signatory, Project Point of Contact and the Chief Financial Officer for said grantee should be apprised at to the location of this master file to prepare for potential turnover in grant and administrative staff.
- 3.2. Financial records, supporting documents, statistical records, and all other records pertaining to this grant and located within the master file shall be retained for a period of three years starting from the date of the submission of the final executed Notice of Grant Closeout document.
- 3.3. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.4. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.5. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors pertaining to work performed under this agreement. The State will give the grantee or such subcontractor at least twenty-four hours notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or electronic copies of any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor relating to this grant.

**SECTION 4: Insurance.**

- 4.1 The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Division of Emergency Management and Homeland Security prior to the performance of services.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



**SECTION 5: Conflict of Interest.**

5.1 No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

**SECTION 6: Reports.**

6.1 The grantee shall submit such reports as the Division of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Division of Emergency Management and Homeland Security until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

7.1 Funding of this project in no way obligates the Division of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

8.1 If the grant amount and/or the distribution of funds between budget line items, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Division of Emergency Management and Homeland Security a revised budget and budget narrative equal prior to the submission of the reimbursement request. Cash requests will be withheld until the revision is received and approved. Please refer to Page 3 § B2, B3 for more information regarding budget shifts.

**SECTION 9: Audits.**

9.1. In accordance with the following conditions, if requested, the grantee agrees to conduct and submit to the Division of Emergency Management and Homeland Security a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

10.1 If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Division of Emergency Management not later than 60 days following closeout of the grant.

**SECTION 11: Americans with Disabilities Act.**

11.1 This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that



it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

**SECTION 12: Independent Contractor.**

12.1 The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify the Division of Emergency Management and Homeland Security of the contractor's identity.

**SECTION 13: Non-Supplanting.**

13.1. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Division of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 14: CHRO Requirements**

14.1 Please be reminded that this contract is subject to State set-aside and contract compliance requirements which were enacted under June 2015 Special Session Public Act 15-5 and became effective October 1, 2015. The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. The recipient must comply with these requirements, as applicable, relative to the award of the contract. Further information can be found on the CHRO web page at [portal.ct.gov/chro](http://portal.ct.gov/chro). Questions regarding these requirements are to be directed to Alvin Bingham, the CHRO's Contract Compliance Unit Supervisor, via phone, at (860) 541-4709 or via email, at [Alvin.Bingham@ct.gov](mailto:Alvin.Bingham@ct.gov).

**SECTION 15: Special Grant Conditions.**

15.1 The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_







**STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



**State of Connecticut General Conditions**

**SECTION 1: Definitions.**

- 1.1 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
- 1.2 Contract: This agreement, as of its effective date, between or among the Parties.
- 1.3 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.
- 1.4 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.
- 1.5 Goods or Services: Goods, Services or both, as specified in the Solicitation.
- 1.6 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.
- 1.7 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.
- 1.8 Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- 1.9 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.
- 1.10 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- 1.11 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.
- 1.12 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

**SECTION 2: Audit Clause.**

- 2.1 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.

**SECTION 3: Access to Contract and State Data.**

- 3.1 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

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



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.

**SECTION 4: Forum and Choice of Law.**

4.1 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.

**SECTION 5: Termination.**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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 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.
- 5.5 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 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

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



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.

- 5.6 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.
- 5.7 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.
- 5.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

**SECTION 6: Tangible Personal Property.**

- 6.1 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:
  - 6.1.1 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;
  - 6.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - 6.1.3 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;
  - 6.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - 6.1.5 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.
- 6.2 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.
- 6.3 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

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



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.

**SECTION 7: Indemnification.**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**SECTION 8: Sovereign Immunity.**

- 8.1 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.

**SECTION 9: Summary of State Ethics Laws.**

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



- 9.1 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.

**SECTION 10: Audit and Inspection of Plants, Places of Business and Records.**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.



**SECTION 11: Campaign Contribution Restriction.**

11.1 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.

**SECTION 12: Protection of Confidential Information.**

12.1 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.

12.2 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 Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

12.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

12.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

12.2.3 A process for reviewing policies and security measures at least annually;

12.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and

12.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

12.3 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.

12.4 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.

12.5 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 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.

**SECTION 13: Executive Orders and Other Enactments.**

- 13.1 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.
- 13.2 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.
- 13.3 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.

**SECTION 14: Nondiscrimination.**

- 14.1 For purposes of this Section, the following terms are defined as follows:

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



- 14.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 14.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 14.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 14.1.4 "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;
- 14.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 14.1.6 "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;
- 14.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 14.1.8 "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;
- 14.1.9 "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
- 14.1.10 "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).

- 14.2 (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.

- 14.3 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.
- 14.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 14.5 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.
- 14.6 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.
- 14.7 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.

- 14.8 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.
- 14.9 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:

**SECTION 15: Iran Investment Energy Certification.**

- 15.1 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.
- 15.2 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.

**SECTION 16: Consulting Agreement Representation.**

- 16.1 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





**SECTION 19: Call Center and Customer Service Work.**

19.1 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.

**SECTION 20: Compliance with Consumer Data Privacy and Online Monitoring.**

20.1 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.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_

