

MANDATORY STATE CONTRACT PROVISIONS

The final contract between the CLC and the Successful Proposer will include some or all of the following, State of Connecticut contracting provisions. The inclusion of such provisions is dependent on the overall value of the contract.

A. Nondiscrimination Affirmation.

Pursuant to the requirements of C.G.S. §§ 4a-60 and 4a-60a, Contractor agrees not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Contractor agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, C.G.S. §§ 4a-60 and 4a-60a. Contractor understands the obligations of C.G.S. §§ 4a-60 and 4a-60a and 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 C.G.S. §§ 4a-60(a) and 4a-60a(a).

B. Gifts. As used in this paragraph, the following terms have the meaning set forth below:

- (1) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- (2) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- (3) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

Pursuant to the requirements of C.G.S. § 4-252, the CLC represents that its selection of Contractor 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.

Pursuant to the requirements of C.G.S. § 4-252, the Contractor, for itself and on behalf of all of its Principals and Key Personnel, represents that: (1) no Gifts were made by (A) Contractor, (B) any Principals and Key Personnel of Contractor who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of Contractor or any of Contractor's Principals or Key Personnel who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or employee of the CLC 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 the CLC; (2) no Principals or Key Personnel of Contractor, or its or their agents, know of any action by the Contractor to circumvent such prohibition on Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor to make a Gift to any Applicable Public Official or State Employee; and, (3) the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

- C. **Prohibited Campaign Contributions.** Pursuant to the requirements of C.G.S. § 9-612, Contractor represents that its chief executive officer or authorized signatory of the Contract has received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions.
- D. **Iran Investment Affirmation.** Pursuant to the requirements of C.G.S. § 4-252a, 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.
- E. **Ethics in Public Contracting.** Pursuant to the requirements of C.G.S. § 1-101qq, the summary of state ethics laws developed by the Office of State Ethics pursuant to C.G.S. § 1-81b and provided to the Contractor is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract. Contractor represents that its chief executive officer or authorized signatory of the Contract and all key employees have read and understood the summary and agree to comply with the provisions of state ethics laws.

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 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 laws and such summary shall be incorporated by reference into each subcontract or consulting agreement. Contractor's failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of this Contract.