

AGREEMENT
BETWEEN

the Connecticut State Colleges and Universities, on behalf of the Connecticut State University System, the Regional Community-Technical College System, and Charter Oak State College
and
CMD Outsourcing Solutions, Inc.

This Agreement ("Contract") is entered into by and between the Connecticut State Colleges and Universities, on behalf of the Connecticut State University System, the Regional Community-Technical College System and Charter Oak State College, a constituent unit of the State of Connecticut System of Higher Education, with an address of 61 Woodland Street, Hartford, Connecticut 06105 (hereinafter the "Institution" or "CSCU" or the "State"), and CMD Outsourcing Solutions, Inc. (hereinafter "CMD" or the "Contractor") with a principal place of business at 729 East Pratt Street, Suite 401 Baltimore, Maryland 21202, to provide Call Center services that include inbound and outbound telephone, chat and e-mail support services to handle calls for Student Support Services (e.g., Admissions; Advisement; Financial Aid; Bursars Office and/or Registrar, Referral Services, and general Institution information). Each College shall be referred to as the ("College") and collectively referred to as the ("Colleges").

I. GENERAL

A. **Tier Definition** - The following standard tier definitions will apply to the services provided under the terms of this Agreement.

1. Tier 1 support consists of the following:

- a. Inbound calls or support requests defined as "How To"/"Frequently Asked Questions" (FAQs) and can usually be found on each college's website or through knowledge of institutional processes.
- b. This type of support would require read-only access to Banner and Jenzabar or other related systems so Help Desk staff can authenticate and inform students of their current status.
- c. Outbound calls designed to prompt a specific action or gather specific data from target group.

2. Tier 2 support:

- a. This type of support would require read-only access to Banner, Jenzabar and/or other related systems so Help Desk staff can authenticate and inform students of their current status.
- b. Tier 2 support also includes providing account status information.

3. Tier 3 support

- a. Tier 3 support is defined as complex questions that require a level of expertise found among the campus staff. Tier 3 questions will be escalated via warm transfer or the vendor ticketing system to the appropriate college's department or staff member.

B. Services

Contractor shall provide Inbound and Outbound remote Call Center services to thirteen (13) of the Connecticut State Colleges and Universities ("CSCU"), with Call Center services for the participating institutions being phased in on a schedule to be defined by CSCU. The initial phase of the Call Center operations will include the following Colleges: Asnuntuck, Capital, Housatonic, Middlesex, Tunxis, Naugatuck Valley, and Northwestern Connecticut Community Colleges; and Charter Oak State College. CSCU shall have the option to add additional Colleges and Universities, which are part of its System, into this agreement during the second year of operations or later.

1. Inbound Call Center – Contractor shall:

- a. Perform Tier 1 and Tier 2 call center services for inbound calls to the Colleges using individual College branded greetings. Tier 3 requests that require subject matter experts (SMEs) will be ticketed and escalated to appropriate College's department or staff.
- b. Ticket all incoming support requests within Contractor's ticketing system via telephone call, email or live chat feature.
- c. Have read-only access to a single sign-on, and write-access to note sections pages as required in Banner and Jenzabar (for Tier 1 and Tier 2 work).
- d. Development of a Run Book (work-flow processes) for each served College through knowledge transfer with college SMEs.
- e. Provide escalation and management of complex issues through the ticketing environment.
- f. Continue development of an (internal) KnowledgeBase housed within ticketing environment.
- g. Attend regular meetings and quality checks with CSCU and Colleges' staffs. These routine meetings may be by phone or done virtually, except for when the parties agree that a situation warrants all participants to attend in person.
- h. Provide monthly campus reports (once a campus is live) to quantify call volume, identify/track call trends, pinpoint problem areas, and provide an analysis of service levels and service improvement opportunities.

2. When Outbound Calls are required to be made, Contractor shall:

- a. Make proactive outbound calls to specific groups of prospects, students, or former students for the purposes of gathering data and/or prompting the person to take specific actions, including but not limited to unpaid tuition, missing student documentation, students' expressed intention not to enroll for following semester, and students expecting to drop out. Specific areas for the College's action or response will be defined by the College administration.
- b. Make outbound calls to prospective and/or former students identified as leads by CSCU or individual Colleges' marketing efforts
- c. Employ call lists to be derived from the student information system by CSCU (examples: Banner and Jenzabar) and delivered to the Contractor via a FTP site set up by the Contractor. CSCU attests that the call lists given to the Contractor are exempt from the Telephone Consumer Protection Act.
- d. Make outbound calls from phone lines respectively branded by each College.
- e. Provide outbound reminder calls via their VoiceBlast system.
- f. Document all outbound calls within Contractor's ticketing system.
- g. Develop a Run Book through knowledge transfer with Colleges' staffs.
- h. Escalate and manage complex issues through the ticketing environment employing "warm transfers" when possible.
- i. Create a ticket for each student on the call list. A maximum of three outbound attempts to make contact with the person will be made and documented within the ticket.
- j. Reach out to students within 48 hours of their initial inbound calls in those cases in which escalation to the college department is required, if that College has not confirmed that the issue has been resolved. (48 hours is based on the hours of operation of the College department).

3. Contractor shall provide Data Collection:

Data will be available at the detail and summary level from the phone system, the online form and the ticketing system. Reports will be generated at the Institution and System level.

- a. Inbound, Email and Chat Summary reports will include:
 - i. Number of inquiries for a period of time and source of the inquiry

- ii. Number of Tier 1, Tier 2 and Tier 3 calls for a period of time
 - iii. Number of escalations to the Institution for a period of time
 - iv. Reason for the contact by department
 - v. Average Talk Time
 - vi. Number of Abandoned calls and time to abandon for each
 - vii. Average handle time
 - viii. Average Response Time
- b. Outbound Summary reports will include:
- i. Number of outbound contacts for a campaign
 - ii. Summary of the responses from the contacts
 - iii. Summary data of instances of incorrect student record information in the Banner or Jenzabar system, as well as identification and reporting to CSCU of individual incorrect record data.
- c. Typical detail reports will include:
- i. Lead/Student name, masked commnet ID and contact information status, and nature of their call.
 - ii. Lead/Student name, masked commnet ID and contact information, and action/follow up needed by the institutional SMEs.
- d. Additional reports may be required such as may be agreed upon by the Parties.

4. Service Availability

The availability, operational reliability and response times of the Services to be delivered under this Agreement are as specified below.

- a. Normal Hours of Operation
- i. Seven (7) days per week, with the exception of seven (7) State holidays (Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, New Year's Day, Labor Day and Easter Day).
 - ii. Live service shall be available Monday-Thursday, 8am-10pm; Friday, 8am-8pm; Saturday, 8am-5pm; and Sunday 10am-5pm (Eastern Time).
- b. Scheduled System Downtime
- i. Scheduled ticketing system maintenance will occur once a year if needed. Contractor will notify CSCU System Office Call Center Liaison sixty (60) days prior to this maintenance, and it shall occur during an agreed upon maintenance window.
 - ii. If a security vulnerability is identified within the hardware, operating system or software application, Contractor shall immediately notify the CSCU Call Center Liaison and take immediate action to mitigate any perceived or real system security risks to student data. Actions may include the unscheduled suspension of services in order to implement corrective measures such as an emergency patch/update or any other remedial actions consistent with IT industry security standards. Whenever possible, Contractor shall provide as much notice as possible to CSCU, notifying the CSCU Call Center Liaison to advise the Liaison of the reason for the service outage.

5. Key Performance Indicators (KPI) - Penalties and Incentives

The following criteria will be used to measure the success of the services provided:

Key Performance Indicators

All goals are based on monthly system-wide results using combined results for each college supported by CMD for seven (7) months or longer.

The KPI targets are:

- * 10% or less Abandonment Rate
- * 85% First Call Resolution (call handled without a referral to the college)
- * 60 seconds or less Average Speed to Answer for inbound calls and chats during non-peak times (February, March, April, May, June, September, October and November)
- * 120 seconds or less Average Speed to Answer for inbound calls and chats during peak times (December, January, July and August).
- * 15% or less Escalation Rate (call transferred to the college for assistance)

KPI Measures Resulting in Penalties

KPI performance levels that result in penalties are based on the monthly system-wide results for colleges supported for seven (7) months or longer.

The penalties are applicable for:

- * 16% or higher Abandonment Rate
- * 80% or lower First Call Resolution (call handled without a referral to the college)
- * 18% or greater Escalation Rate (call transferred to the college for assistance)

Exclusions to Penalties

- * No penalties in first (7) seven months of calls being managed by CMD for each individual college
- * Changes in call volume for which CMD was not provided 30 days or more notice by a college
- * Examples of situations that would result in no penalty being applicable include: changes in the college's calendar, incorrect or unscheduled communication to students by the college or other events which create unplanned call volume increases; college processing issues that may delay key events such as disbursement or refunds.
- * CMD will staff its support teams based upon the call volumes projected by each CSCU college.
- * Call volume projections should be based on data and developed 30 days prior to the start of each month.
- * CMD and the college will work together to develop the projections.
- * If a college's projections are materially incorrect, or call volumes have escalated due to an action or inaction by the college, that college's results will be excluded from the Abandonment Rate and First Call Resolution Rate calculation for the month.
- * CSCU must respond to referrals within two (2) business days
- * If a college is not responding to referrals on a timely basis, that college's results will be excluded from the escalation rate calculation for the month.

Financial Penalties

Penalties are based on the combined fees for calls answered, adjusted for exclusions described above. Penalties are calculated on a monthly basis.

Type of Penalty	Amount
Abandonment Rate: <ul style="list-style-type: none"> • 16% to 18% • Greater than 18% 	1% of Combined Calls Answered Fee, net of exclusions 3% of Combined Calls Answered Fee, net of exclusions
First Call Resolution Rate: <ul style="list-style-type: none"> • 80% or Lower 	1% of Combined Calls Answered Fee, net of exclusions
Escalation Rate: <ul style="list-style-type: none"> • 18% or Higher 	1% of Combined Calls Answered Fee, net of exclusions
Maximum penalty for all categories combined in any single month is \$1,500.	

Incentive Awards

Incentives payable to CMD for superior performance are based on the combined fees for calls answered. Incentives are calculated on a monthly basis.

Type of Incentive	Amount
Abandonment Rate: <ul style="list-style-type: none"> • 5% or Lower 	1% of Combined Calls Answered Fee
First Call Resolution Rate: <ul style="list-style-type: none"> • 10% or Lower 	1% of Combined Calls Answered Fee
Escalation Rate: <ul style="list-style-type: none"> • 5% or Lower 	1% of Combined Calls Answered Fee
Maximum incentive for all categories combined in any single month is \$1,500.	

Penalties and Incentives, if any, will be:

- Calculated monthly
- Netted, if applicable

Billing

CMD will generate a single system-wide invoice each month to CSCU with back up reporting showing billing detail for each participating college.

Penalties and Incentives, if any, will be shown on the monthly invoice.

Upon CSCU's request within fifteen (15) days from the end of the applicable calendar month, CMD will generate reports for that month showing Key Performance Indicators performance measures. CSCU must notify CMD of its request for any earned Service Credits within fifteen (15) days from receipt of the report of the applicable month, else CSCU's right to credits for that month are forfeited.

6. Implementation Plan

- a. Contractor shall assign a project manager to CSCU who will have day-to-day responsibility for the overall success of the implementation plan. The project manager will also act as the liaison with CSCU's management team, including with the CSCU Call Center Liaison.
- b. CSCU shall assign a project manager who will have day-to-day responsibility for the overall success of the implementation plan. The project manager will also act as the CSCU Call Center Liaison with the Contractor's management team.
- c. Contractor's project manager will provide department-specific questionnaires to each College. Completion of the questionnaires will assist in establishing service standards and goals, measurement mechanisms for results, volume of inquiry standards and information required to create a fully functional KnowledgeBase.
- d. CSCU shall provide Contractor with the current KnowledgeBase scripts.
- e. Once the questionnaires are completed, Contractor will augment the existing KnowledgeBase library, or initiate creation of the KnowledgeBase for colleges that have not created their own.
- f. During the sixty (60) days after execution of this Agreement, Contractor will install and test all necessary equipment and data / voice connections with the Colleges.
- g. During the sixty (60) days after execution of this agreement, Contractor will identify, hire and train all call center staff on CSCU's systems and processes to assure a successful transition and operation.
- h. CSCU's project manager will provide staff support during the implementation to promote a smooth implementation

7. Staffing

- a. Contractor shall staff the Call Center with a workforce, consisting of experienced and qualified individuals. Additional fully trained staff shall be available on a "flex" basis to accommodate call volume peaks experienced or expected to be experienced based on seasonality or other anomalies. Customer Service Representatives (CSRs) must have experience or aptitude in higher education areas related to the College departments being served. Experience in customer service is also strongly preferred, as is the ability to communicate fluently with anyone seeking information or responses to their questions.
- b. All CSR candidates shall undergo comprehensive criminal (Federal, State and local), employment, and credit background checks, as well as comprehensive drug tests.

8. Training

Contractor's staff shall participate in extensive training. For new CSR recruits, the initial training process will consist of individual segments, each spanning two weeks. The training segments shall consist of: Orientation, Compliance, Customer Service, Higher Education industry training, Client-specific training (including CSCU Systems), Shadowing and Mentoring.

1. The training process begins with an orientation that covers Contractor's history, outlines the company's philosophy and goals, and introduces Contractor's client, the services that will be provided, and why those services are of value to Contractor's client. Orientation shall also include Contractor's operating policies and procedures. When completed, the new CSRs are completely familiar with the Contractor, its mission and its values.
 2. Once the Orientation phase is completed, new staff begins training on rules and regulations pertinent to the range of services offered by Contractor. This segment covers Family Educational Rights and Privacy Act (FERPA), Gramm-Leach Bliley Act (GLB) and other laws that pertain to CSCU. CSRs are trained and tested in these regulations.
- c. Customer Service training is the next step in the training process. This section covers phone etiquette, call procedures (including openings, closings, holds), how to handle irate callers, and general customer service skills and techniques. Along with videos, presentations, and handouts, the training continues with group exercises, and the trainees are tested to gauge their understanding of the training.
 - d. As part of the customer service training, staff are introduced to Contractor's Call Monitoring Form and Quality Assurance Program. CSRs learn what they will be graded on and what is expected of them from a quality standpoint. This includes call monitoring, call statistics, attendance and punctuality, and their impact on the organization.
 - e. Once the above steps have been completed, the Orientation portion of the training is finished and the new CSRs begin their client specific training.

9. Training Implementation:

1. The Contractor shall assign a trainer to the CSCU project. This individual will become expert in CSCU operations, policies and procedures in order to effectively train the Contractor's staff assigned to the program.
2. A KnowledgeBase will be created to cover all aspects of communication with students/parents and the various issues most commonly addressed by CSCU's management.
3. The Contractor shall conduct training classes and "mock" calling sessions. These calls will be monitored to ensure student / parent satisfaction.
4. Specific training will include:
 - i. CSCU operations overview (Registrar, Student Accounts (Bursars), Financial Aid, Admissions)
 - ii. Training in specific CSCU processes for each department
 - iii. Specific training on Banner and Jenzabar, or any other system, including utilizing the Student systems on "sample" training calls
 - iv. Other CSCU reference documents, such as handouts or brochures students or parents may pick up or download
 - v. Analysis of student/parent questions and problems
 - vi. Triage of research inquiries
 - vii. Responses to common questions and problems (including FAQs)
 - viii. Key "triggers" for immediate feedback to the college's management
5. 'Shadowing' CSRs are assigned to an experienced CSR or a mentor to listen to calls prior to taking live calls. The experienced CSR then listens to the shadowing CSR take calls and assists them until it is clear the shadowing CSR is ready to take calls independently.

10. Start of Services and time frames of implementation

After the implementation stage, the goal is to "go live", with Contractor receiving calls on October 9, 2018. First year of operations onboarding of the Colleges will occur on a staggered schedule beginning on October 9, 2018, with two (2) Colleges transitioning to Contractor's call center on October 9, 2018; three (3) additional Colleges transitioning on October 16, 2018 and three (3) more Colleges transitioning on October 23, 2018. The remaining six (6) Colleges will transition to the

Contractor's call center no sooner than during the second year of operations.

11. CSCU System Office Responsibilities

- a. Provide appropriate resources to assist Contractor in the training aspect of the project such that CSCU will provide Contractor's trainer with the training support needed to train Contractor's staff.
- b. Provide the policy and procedure materials needed to create the KnowledgeBase to be used by Contractor's CSRs.
- c. Process and settle invoices by the due dates.
- d. Ensure Contractor has timely read-only access to appropriate Banner and Jenzabar screens.
- e. Ensure that Contractor has timely access to appropriate campus and System Office personnel.
- f. ~~Collaborate with Contractor to document and share retention and enrollment data resulting from the services.~~
- g. CSCU attests that the call lists given to the Contractor are exempt from the Telephone Consumer Protection Act
- h. Make every reasonable effort to respond within five (5) business days to any requests from Contractor to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Contractor to perform the services.
- i. Provide Single sign-on Banner and Jenzabar access for all staff
- j. Provide daily prospect/student status reports out of Banner and Jenzabar
- k. Provide an Executive Sponsor for the life of the project

12. Provide management and staff support from each College and the System Office

13. Notwithstanding Section IV.7.a, (Termination by best interest of the State), If termination happens within the first six (6) months of the initial term, CSCU shall pay a termination fee of \$30,000 (which can be paid over three (3) months) to Contractor. If termination happens within months 7-12, CSCU shall pay a termination fee of \$15,000, which can be paid over three (3) months to Contractor. These fees do not apply to breach of contract.

14. CSCU shall have the right to review all Contractor documents, records and reports to confirm the number of calls made by Contractor. The data shall be in a mutually agreed upon format with reasonable notice to the Contractor.

Documents, Records and reports shall be saved for the following periods of time:

- a. Recorded inbound call ninety (90) days. Archive inbound calls for an additional year
- b. Chat sessions for ninety (90) days. Archive chat sessions for an additional year.
- c. VoiceBlast Call records for two (2) years.
- d. Ticketing call management records for two (2) years.

15. CSCU shall have the right to timely review of Contractor's task reports and reported call records relating to administration of the contract, with reasonable notice by CSCU to Contractor of such requests.

16. Other

- a. Contractor will provide a system-wide dashboard, as well as college-specific dashboards, for call and chat data in real time, which would also include reports from those two systems. Access will be web-based and password protected.
- b. The initial scope of services for Charter Oak State College is for Financial Aid-related issues only. Should the College opt to expand its scope at a later date, a Change Order will be issued to such effect.

- c. Contractor shall safeguard all student confidential information as defined within this agreement, including Exhibit B, which shall be made part of this agreement by reference and C.G.S. 4e-70.

II. TERM OF THE AGREEMENT

This Contract shall become effective only as of August 1, 2018 or on the date of signature by the Institution's authorized officials and, the date of approval by the Office of the Attorney General (OAG), if applicable, whichever occurs last, and shall continue in effect until October 31, 2023 unless terminated earlier in accordance with the terms of Section 7 below. This Contract may be extended for one additional five-year extension, or parts thereof by a written contract amendment signed by the parties hereto and approved by the OAG when applicable.

III. COST, PAYMENT AND NOTICES

A. COST SCHEDULE

<u>Communication Type</u>	<u>Price</u>	<u>Other Costs</u>
Inbound Phone Calls 50,000 calls or less per year	\$5.27 per call answered	\$10,000 monthly minimum fees (based on combined billings for CSCU colleges. \$1,500 per college (one-time initial set up fee for inbound support program)
50,001 to 75,000 calls per year	\$5.21 per call answered	
75,001 to 100,000 calls per year	\$5.15 per call answered	
100,001 or more calls per year	\$5.10 per call answered	
Chat Sessions	\$4.95 per Chat	\$500 one-time set up fee, per college \$1,000 per month minimum fee (based on combined billings for CSCU colleges)
E-mail	\$3.75 per e-mail answered (response in 1 business day)	None
Outbound Calls	\$3.50 per number to be called	\$500 minimum fee per campaign
VoiceBlast Calls	\$0.08 per number to be called	\$100 minimum fee per campaign
Referral Tracking Fee	\$0.99 per tracked referral	None

Note: CSCU shall entertain the option of a 2% maximum increase to the prices listed above after year three of this Agreement. Any changes to the prices listed, shall be made by a written amendment agreed upon by both parties and approved by the OAG when applicable.

B. INVOICING AND PAYMENT

1. Invoices.

Contractor shall invoice the Institution monthly for the charges applicable to the preceding month. Invoices must reference the Contract number (SO-1937) and the Purchase Order number issued by CSCU. Invoices, if sent by electronic means, are to be e-mailed to of the CSCU Accounts Payable Office at so-ap-csu@ct.edu or, if sent via United States Postal Service or other surface delivery mode, to the attention of the CSCU Accounts Payable Office at the Institution street address listed in Section III.D below.

2. Payment Terms

~~Per State of Connecticut policy, payment is made within forty-five (45) days of the receipt, by the Accounts Payable Office, of a properly rendered invoice.~~

C. MAXIMUM AMOUNT OF CONTRACT \$ 5,000,000.00

D. NOTICES

All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

MUST BE COMPLETED

If to the Institution*: The Connecticut State Colleges and Universities, on behalf of the Regional Community-Technical College System

61 Woodland Street

Hartford, Connecticut 06105

Attn: Les Cropley |

If to the Contractor*: CMD Outsourcing Solutions, Inc.

729 East Pratt Street, Suite 401

Baltimore, Maryland 21202

Attn: Nathan Sutorius |

[Note: *Any party may change its Notice information in writing in accordance with this Section.]

IV. GENERAL STATE CONTRACT PROVISIONS:

- a. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the institution with authority to enter into contracts in the pursuit of its mission.
- b. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- c. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.

- d. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this 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 this contract. To the extent that this section conflicts with any other section, this section shall govern.
- e. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
- f. **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.
- g. **Termination.**
- a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution 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 Institution, 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 following breach provision.
- a. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.
- c. The Institution 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 Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, 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 Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution 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 Institution 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 Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution 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.
- e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, 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 Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution 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 Institution may request.

- f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution 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 Institution.

h. Entire Agreement and Amendment. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

i. 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 C.G.S. § 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 of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 insure 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, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-

68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.
- j. **Executive Orders.** 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
- k. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

- l. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 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 Election 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, referenced herein as Exhibit A.
- m. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
- n. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

- o. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
- p. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
- q. **Whistleblower.** 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 percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) 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.
- r. **Disclosure of Records.** 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 the Freedom of Information Act (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.
- s. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution 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.
- t. **Audit Requirements for Federal Grants.** For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year. The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB

Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

U. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.

V. **Contractor's Standards of Conduct.**

(a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
- vi. Unauthorized use of Institution vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

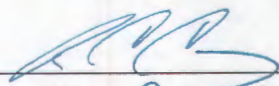
V. **ACCEPTANCE OF AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Connecticut State Colleges and
Universities, on behalf of the Regional
Community-Technical College System, the
Connecticut State University System, and
Charter Oak State College

CMD Outsourcing Solutions, Inc.

By: || Alice Pritchard
Print Name: || Alice Pritchard
Title: || Chief of Staff
Date: || 8/8/18

By: || 
Print Name: || Russ C. Causey
Title: || CEO
Date: || 8/7/18

By the Connecticut Attorney General

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated December 30, 2015. Therefore, no signature is required below.



NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties - Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Exhibit B – Gramm-Leach-Bliley

CSCU and Contractor mutually agree to modify the Agreement to incorporate the terms of this Addendum in order to comply with the requirements of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq., and the rules and regulations promulgated thereunder (“GLBAA”), dealing with the confidentiality of customer data and information.

A. Definition of Covered Data and Information: “Covered data and information” means all customer data and information required to be protected under GLBAA, whether in paper, electronic or other form. “Covered data and information” also refers to financial information that CSCU has obtained from a customer in the process of offering a financial product or service, or such information provided to CSCU by another financial institution. “Offering a financial product or service” to a customer includes offering student loans, receiving income tax information from a current or prospective student or that student’s parent(s) or legal guardian(s) as part of a financial aid application, offering credit or interest-bearing loans, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of “covered data and information” relating to such products or services are names, addresses, phone numbers, bank and credit card account numbers, income and credit histories and social security numbers. “Covered data and information” shall also include any credit card information received in the course of business by CSCU, whether or not such credit card information is covered by GLBAA.

B. Acknowledgment of Access to Covered Data and Information: Contractor acknowledges that the Agreement allows Contractor access to covered data and information. Specifically, access to the following categories of covered data and information is anticipated under the Agreement:

Data and information collected and/or maintained in connection with call center services that include, but are not limited to, admissions, advisement, financial aid, bursars and or registrars information, student loan accounts and related financial and personal information.

C. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Contractor agrees to hold the covered data and information in strict confidence. Contractor shall not use or disclose, or permit the use or disclosure of, covered data and information received from or on behalf of CSCU except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by CSCU.

D. Safeguard Standard: Contractor expressly warrants and represents to CSCU that it has implemented and currently maintains safeguards for the protection of covered data and information that comply with the safeguarding requirements of GLBA.

E. Return or Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall:

1. Return to CSCCU or, if return is not feasible, destroy all covered data and information in whatever form or medium that data or information was received from, or created on behalf of, CSCU by Contractor. This provision shall also apply to all covered data and information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of covered data and information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to CSCU that such return or destruction has been completed.

2. If Contractor believes that the return or destruction of covered data and information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is not feasible, Contractor shall extend the protections of this Agreement to covered data and information received from or created on behalf of CSCU, and limit further uses and disclosures of such covered data and information, for so long as Contractor maintains the covered data and information.

F. Rights to Reports, Access and Inspection: Contractor shall, upon request from CSCU, provide to CSCU, within two (2) business days of receiving such request, access to and the right to inspect: (i) any assessment of internal and external risks to the security of covered data and information maintained by Contractor; (ii) Contractor’s information security plan or program; (iii) any record(s) of unauthorized use or disclosure of covered data and information maintained by Contractor and of the steps taken by Contractor in response to such unauthorized use or disclosure, provided, however, that Contractor shall

not be obligated to afford CSCU access to any records, data or information the disclosure of which would violate the provisions of GLBA or any other applicable law or regulation.

G. Termination: Notwithstanding, and in addition to, any termination rights of the parties set forth in the Agreement, if CSCU reasonably determines in good faith that Contractor has materially breached any of its obligations under this Addendum, CSCU, in its sole discretion, shall have the right to:

1. exercise any of its rights to reports, access and inspection under this Addendum; and/or
2. require Contractor to submit to a plan of monitoring and reporting, as CSCU may determine necessary to maintain compliance with the terms of this Addendum; and/or
3. provide Contractor with a fifteen (15) day period to cure the breach; and/or
4. terminate this Agreement immediately if Contractor has breached a material term of this Addendum and cure is not possible.

Before exercising any of these options, CSCU shall provide written notice to Contractor describing the violation and the action that CSCU intends to take.

H. Subcontractors and Agents: If Contractor intends to provide any covered data and information which was received from, or created for, CSCU to a subcontractor or agent, prior to the provision of such data and information to such subcontractor or agent, Contractor shall: (i) notify CSCU of its intent to provide covered data and information to such subcontractor or agent; (ii) require such subcontractor or agent to agree, in writing, to comply with the same restrictions and conditions as are imposed upon Contractor by this Addendum; and (iii) provide to CSCU a copy of the written agreement described in subsection (ii) hereof.

I. Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted covered data and information received from, or on behalf of, CSCU.

J. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Contractor shall report to CSCU any use or disclosure of covered data and information not authorized by this Addendum or in writing by CSCU. Contractor shall make the report to CSCU as expeditiously as possible, but not later than twelve (12) hours after Contractor learns of such use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the covered data and information used or disclosed; (iii) the identity of the person or entity who or which made the unauthorized use or received the unauthorized disclosure; (iv) the actions which Contractor has taken or will take to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) the corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by CSCU.

K. Indemnity: Contractor shall defend and hold CSCU harmless from all claims, liabilities, damages, or judgments involving a third party, including CSCU's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Addendum or GLBA. Contractor shall also reimburse CSCU for any and all costs incurred by CSCU in connection with the notification of customers of loss, damage, or unauthorized access to covered data and information resulting from Contractor's failure to meet any of its obligations under this Addendum or GLBA.

L. Survival: The respective rights and obligations of Contractor under Sections 5 and 9 of this Addendum shall survive the termination of this Agreement.

M. Conflict: If any conflict exists between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am President and Chief Executive Officer of CMD Outsourcing Solutions, Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of Maryland
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

CMD Outsourcing Solutions, Inc. and that CMD Outsourcing Solutions, Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

[Signature]
Authorized Signatory

Russ Causey
Printed Name

Sworn and subscribed to before me on this 15th day of August, 2018.

Christina Sumner
Commissioner of the Superior Court/ Notary Public

MAY 24, 2022
Commission Expiration Date



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "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);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "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).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description
NONE				

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description
NONE				

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CMD Outsourcing Solutions, Inc.
Printed Contractor Name

Russ Causey
Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 17 day of Aug, 2018
Christina Summerville
Commissioner of the Superior Court (or Notary Public)

MAY 24, 2022
My Commission Expires





STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below 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.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CMD Outsourcing Solutions, Inc.
 Contractor Name

Connecticut State Colleges and Universities
 Awarding State Agency

Alice Pritchard
 State Agency Official or Employee Signature

8/8/18
 Date

Alice Pritchard
 Printed Name

Chief of Staff
 Title

Sworn and subscribed before me on this 8 day of August, 20 18

Pamela Coleman
 Commissioner of the Superior Court
 or Notary Public

7-31-18
 My Commission Expires

PAMELA COLEMAN
NOTARY PUBLIC - State of Connecticut
My Commission Expires
July 31, 2019



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

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

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CMD Outsourcing Solutions, Inc. _____
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

Russ Causey _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 15th day of August, 2018.

Christina Summerville
Commissioner of the Superior Court
or Notary Public
MAY 24, 2022
My Commission Expires



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: CMD Outsourcing Solutions, Inc.

INSTRUCTIONS:

- CHECK ONE:
- Initial Certification.
 - Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments 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.
- Respondent has either made direct investments 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CMD Outsourcing Solutions, Inc.
Printed Respondent Name

Russ Causey
Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 15th day of AUGUST, 2018.

Christina Sumnerville
Commissioner of the Superior Court (or Notary Public)
MAY 24, 2022
My Commission Expires