

OFFICE OF THE STATE COMPTROLLER

REQUEST FOR PROPOSAL

TRANSPORTATION NETWORK COMPANY (“TNC”) COMPENSATION STUDY AND REPORT

DECEMBER, [DATE], 2025

I. STATEMENT OF OBJECTIVES

The purpose of this Request for Proposal (the “RFP”) is to obtain professional services from a vendor to perform a comprehensive study using data provided by transportation network company (“TNC”) drivers and third-party delivery company (“TPDC”) drivers for services provided as well as costs directly attributable to providing such services and produce a report on that study for submission to the Connecticut General Assembly.

II. BACKGROUND

Public Act 25-168 requires the Office of the State Comptroller (“OSC”) to conduct a study on the compensation of transportation network company drivers and third-party delivery company drivers in the State of Connecticut. It also requires OSC to file a report on that study to the joint standing committee of the General Assembly having cognizance of matters relating to labor and public employees by the end of fiscal year 2026. Due to the complexities of this requirement, Section 228 of Public Act 25-168 allows OSC to contract with a consultant to perform this study and produce the related report. OSC has determined that obtaining these services from a vendor would be the most effective and efficient method to ensure that a thorough study is performed and a report is completed by the required deadline.

III. SCOPE OF SERVICE

OSC wishes to contract with a firm to conduct a study on the compensation of transportation network company (TNC) drivers and third-party delivery company (TPDC) drivers in Connecticut. The study must analyze data and information related to income earned by TNC and TPDC drivers for services provided by such drivers in the state and costs directly attributable to providing such services. The firm must provide a final report of the study’s findings no later than June 30, 2026.

The study should help policymakers understand gig worker income after expenses and recommend potential minimum pay standards for these workers in Connecticut, should policymakers decide to pursue such a policy. Major TNCs that operated in Connecticut in 2024 include Uber and Lyft. For the purposes of this RFP, a “third-party delivery company” is defined as “a business entity operating in Connecticut that uses a digital network to connect customers to third-party delivery company drivers to provide prearranged deliveries.” Examples include Instacart, DoorDash, Uber Eats, and Grubhub.

The study will be used to inform discussions of the working group established by Public Act 25-168. The working group must provide recommendations relating to (1) minimum pay for transportation network company drivers and third-party delivery company drivers, and (2) the fair treatment of transportation network company and third-party delivery company drivers in a report submitted to the joint standing

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committee of the General Assembly having cognizance of matters relating to labor and public employees by January 1, 2027.

Maximum Cost: The enabling legislation specifies that OSC cannot spend more than \$100,000 for this study.

The OSC wishes to contract with a firm to:

1. **Determine the specific data from the TNC and TPDC companies needed to best measure the full distribution of gross and net earnings of TNC and TPDC drivers, including costs drivers incur for providing such services.** See below for reporting expectations that should determine the data requests.
 - a. **Within 3 weeks of contract signing, the vendor must provide detailed lists of the data needed for the study which the State will request from the TNCs and TPDCs.** The State has agreed to a preliminary list of data points with major TNCs, based on a similar pay standard study for Minnesota, but will rely on the vendor to finalize that list and specify the appropriate data from TPDCs, which will likely vary from the TNC list to account for any necessary methodological differences.
2. **Coordinate directly with major TNCs and TPDCs that operated in Connecticut in 2024 to securely collect the data determined in (1.),** which the companies provide in response to the requests from OSC. Note that two major TNCs have already agreed to provide anonymized trip-level data for 2024 Connecticut trips to the selected vendor (however, the selected vendor may be required to sign non-disclosure agreements to receive data for the study and must be willing to do so). The vendor must include all companies’ data provided within the analysis; however, the vendor will not be held responsible for analyzing the data of any TPDCs that fail to provide it, given diligent, reasonable efforts to collect it.
3. **Meet regularly (at least bi-weekly) with OSC staff** to provide status updates on the progress of the study, initial tabulations and findings, draft versions of the report, and any challenges that arise to ensure the report will meet the requirements laid out in this RFP and can be delivered on time.
4. **Calculate working periods and shift time using standard definitions for the industry (i.e., P1, P2, and P3 time).** In general, P1 is the time spent waiting for a request for a ride or delivery and/or returning from an outlying area after dropping off a passenger or delivery. P2 is the time spent driving to pick up a passenger or delivery order, and P3 is the time a driver has a passenger or delivery item in the vehicle. Note that the TNC data may require a slightly different P1 definition (e.g., time since last rejected trip offer). The vendor must address issues associated with using more than one app at the same time and carrying multiple deliveries in determining earnings associated with P1, P2, and P3 amounts for each trip.
5. **Develop a Connecticut-specific vehicle expense model** to estimate per-mile costs for drivers and specify any additional costs for wheelchair-accessible vehicles. The final report should use at least two different mileage expense rates, as agreed upon with OSC, to calculate a range of net hourly earnings estimates based on different expense assumptions.
6. **Calculate gross and net hourly earnings** for drivers (based on P1+P2+P3 time, P2+P3 time, and P3 time), with and without tips, segmented at a minimum by:
 - a. Geography (to the extent possible),

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- b. platform-type (i.e., TNC vs. TPDC), and
 - c. driver commitment level (as determined by a segmentation of typical working hours).
- Hourly earnings for a single driver should account for earnings from multiple platforms if the working times overlap, to the maximum extent possible with the data.
7. **Compare driver hourly earnings to Connecticut’s minimum wage**, considering that independent contractors pay the employer’s share of payroll taxes.
- a. Report the average percentage of TNC and TPDC drivers (separately) that have estimated net average hourly earnings (using each expense rate) below the Connecticut minimum wage each week during 2024.
 - b. Present the results both including and excluding tip income.
 - c. The Connecticut minimum wage was \$15.69 per hour in calendar year 2024.
 - d. The Connecticut minimum wage will be \$16.94 in 2026.
8. **Propose multiple pay standards and other policy options based on what has worked well in other states and what would provide drivers in Connecticut with an hourly net pay comparable to the state’s minimum wage. This should include:**
- a. Possible base pay standards (e.g., time + mileage, time + mileage with trip minimum), which can vary based on type (i.e., TNC vs. TPDC).
 - b. At least one comprehensive pay standard that includes a per mile component that would account for typical employer-share benefit costs such as paid leave, health insurance, retirement, workers compensation insurance and unemployment insurance.
 - c. A discussion of the pro’s and con’s of each approach, including statistics on how the pay standards would have reduced the share of drivers in the data set with net hourly earnings below the Connecticut minimum wage in each pay period.
9. **Provide a professional final report by June 30, 2026**, and be available, at the vendor’s sole expense, to make at least one in-person presentation (with a Power Point slide deck summary) of the final report to the Connecticut working group between July 1, 2026, and December 31, 2026.
10. **The final report should, at a minimum, answer the questions listed below** using individual trip-level data and driver-level pay-period data, as requested by the State and collected by the vendor, as well as any supplementary research and information. **All statistics should be reported separately for TNC and TPDC drivers, and the report appendix should include a detailed methodology section that lays out the steps and assumptions made throughout the analysis.** Information from any additional data sources must be cited.
- a. In weeks they completed at least one trip, how many hours did TNC drivers and TPDC drivers work per week in Connecticut in 2024? For purposes of time worked, the following periods should be presented separately:
 - i. P1, P2, and P3 time
 - ii. P2 and P3 time
 - iii. P3 time
- The final report should segment drivers based on P1+P2+P3 hours worked to distinguish between casual drivers and those for whom driving is a full-time job (ideally three or more categories).
- b. What percentage of trips were completed by part-time vs. full-time drivers (i.e., each segment reported for (a.))?

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- c. What is the regularity of time worked (hours and days) for drivers? How do driver hours vary across the year (e.g., seasonal patterns)?
- d. Based on the available data, how many unique drivers completed trips originating in Connecticut in 2024? Also provide an estimate for the average number of TNC and TPDC drivers working at any one point in the year.
- e. What are the major driving patterns for TNC and TPDC drivers in Connecticut? Include:
 - i. How far and how long were the average and median P3-segment trips?
 - ii. If data allows, how far and how long were the average and median P2-segment trips?
 - iii. For trips with location information, what were the most common pick up and drop off locations in the state?
 - iv. Does trip length vary by starting location?
 - v. Which share of trips are short, local trips versus longer, distance drives?
- f. How much did Connecticut drivers receive in gross income? Present information on the full distribution of total income earned in the average week or pay period, as well as across the full year of data. Combine earnings across platforms for the same individuals to the extent possible.
- g. How much did Connecticut drivers receive in compensation in relation to time worked? Pay should be shown separately for regular/incentive pay and tips. For purposes of time worked, the following periods should be presented separately:
 - i. P1, P2, and P3 time
 - ii. P2 and P3 time
 - iii. P3 time
- h. What share of drivers’ earnings come from tips? How did the share of earnings from tips change over the course of the year? Does it vary by location or other factor?
- i. Describe the frequency of cross platform work, such as:
 - i. What percentage of TNC drivers work for both major TNC companies with a presence in Connecticut?
 - ii. What share of shifts or days do TNC and TPDC work for more than one platform?
 - iii. What percentage of TPDC drivers work for multiple platforms within the same day or pay period?
 - iv. What percentage of P3 time do TPDC drivers have multiple deliveries in the vehicle?
- j. What categories of work expenses are currently borne by TNC and TPDC drivers?
 - i. What is the cost to drivers for those expenses, using Connecticut-specific information to estimate them where possible?
 - ii. If data allows, which type of vehicles are typically used and what is the typical gas mileage associated with those vehicles?
 - iii. Discuss the estimated Connecticut-specific expense model.

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- k. What are Connecticut drivers’ hourly net earnings (using both a higher and lower per mile expense), disaggregated by typical hours worked, geography, and type, both before and after tips?
 - i. At a minimum, also discuss reasons why drivers’ net hourly earnings could be higher or lower than the averages and medians presented.
- l. What percentage of Connecticut drivers earned less hourly than the Connecticut minimum wage in 2024 (overall, and shown graphically by week or pay-period for the whole year)?
- m. **What other TNC and TPDC pay standards are in place around the United States?**
This section should include a detailed review including:
 - iv Which groups are subject to each pay standard
 - iv The structure of the pay standard (with amounts)
 - iv Year and how it was established (e.g., referendum, legislative action, lawsuit)
 - iv Any information available on the effects of the pay standard to date (e.g., changes to the supply of drivers, fare/delivery prices, driver satisfaction, driver pay, platform market participation).
- n. What Pay Standard options do you recommend for Connecticut’s consideration?
 - i. These should include enough detail to be implemented without further study.
 - ii. Describe the pro’s and con’s of each approach.
- o. What are the potential impacts of implementing one of these pay standards on:
 - i. Driver income and labor supply
 - ii. Customer access and prices
 - iii. Platform participation in Connecticut?
 - iv. Include a discussion of potential consequences of setting a pay standard too high or too low.
- p. How do the Connecticut net hourly earnings findings compare to similar studies conducted in Minnesota, New York City, Washington State, and others?
 - i. What does that say about Connecticut drivers or the way this study was done?
- q. What else should policy makers consider?
 - i. Explain that conditions could change between 2024 and 2026 and beyond (e.g., self-driving taxi services could change the market in the future)
 - ii. Examples of required benefits for drivers in other states
 - iii. Any policy recommendations for how to adjust a pay standard over time.

IV. SELECTION CRITERIA

Each proposal will be evaluated by a screening committee against the following criteria to determine which vendor is most capable of implementing the state’s requirements.

- Vendor’s ability to perform the specified work.
- Vendor’s understanding of the project and its purpose and scope, as evidenced by the proposed approach and level of effort detailed in the proposal.
- Competitiveness of the proposed cost.
- Availability and competence of the vendor’s assigned personnel.

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- Conformity with the specifications of this request for proposals.
- Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Connecticut Commission on Human Rights and Opportunities.
- Presentation to the screening committee, if necessary.

The evaluation committee will evaluate firms based on their responses to this RFP and possibly oral interviews. Additional written information may be requested by the State. The goal of the evaluation will be to select the best combination of qualifications, relevant experience, and cost. The evaluation committee will also consider the following non-exclusive factors in making the determination:

- A. Experience completing studies on the income and expenses of TNC and TPDC drivers in other locations.** – Explain the firm’s experience completing similar studies, how this study compares to past studies completed by the firm, and the methodology or methodologies used in those studies.
- B. Proposed methodology for estimating Connecticut TNC and TPDC net income** –Firms will be judged on the soundness of the methodology for handling trip-level data to estimate driver income, planned use of industry-standard time definitions, approach to account for multi-app use, and methodology to estimate Connecticut-specific expenses.
- C. Demonstrated knowledge of driver pay standards in other locations.**
- D. Planned pay standard approaches that will be included in the final report**—Firms should describe which types of pay standards (e.g., P3 time+mileage with trip minimum) will be estimated and described, including why those approaches are the best to consider.
- E. Past experience receiving sensitive data**, including data from TNCs and/or TPDCs, processes in place to ensure data privacy and security, and willingness to sign non-disclosure agreements with third parties to conduct the study.

V. SELECTION PROCESS AND SCHEDULE

12/23/2025	Release of RFP
01/12/2026	Proposer Questions, if any, due at osc.rfp.@ct.gov
01/16/2026	Answers to vendor questions released
01/30/2026	2pm ET Proposals Due

Proposal Review and Proposer Selection Schedule:

02/16/2026	Tentative Finalist Interviews, if necessary
02/27/2026	Contract awarded date
03/02/2026	Begin implementation date

Proposal Submission Requirements:

A. Proposal Questions

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From the date the State issues this RFP until the date that it awards the Contract to the successful proposer, interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing via email to the following address: osc.rfp@ct.gov. Interested parties should submit questions no later than the date identified in the above table. Late questions may not receive answers. The State will answer all questions in the form of one or more addenda to this RFP and will post them on the Comptroller’s website at <https://osc.ct.gov/vendor/rfp.html>.

B. Submission Requirements and Deadlines

One (1) digital copy of the Proposer’s responses and attachment must be in PDF format and delivered via e-mail no later than 2pm ET on XX, XX 2023. Responses and attachments received after this date and time will not be evaluated. A facsimile response will not qualify as a “submission.” Responses and all attachments should be delivered via email to: osc.rfp@ct.gov.

C. Submission of Proposals:

To be considered, all submissions must contain the following information:

- a. All proposals must address all the requirements listed in the prescribed order in Section D below;
- b. All information and completed forms attached to this RFP;
- c. The Connecticut Department of Administrative Services (“DAS”) has implemented a requirement that all firms seeking to do business with the State must register their business on CTSOURCE.
- d. The portal for registering your business is accessible at <https://portal.ct.gov/DAS/CTSource/CTSource>. Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered.
- e. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact:
 1. Secretary of State recognition – Click on appropriate response
 2. Non-profit status, if applicable • Notification to Bidders, Parts I-V
 3. Form 1. Campaign Contribution Certification: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms> (must be signed, dated, notarized, and uploaded to CTSOURCE in accordance with the instructions on the User Guide. Firms will have the ability to view, verify and update their information by logging into their CTSOURCE account, prior to submitting responses to an RFP. The guide to using CTSOURCE appears at <https://portal.ct.gov/-/media/DAS/CTSource/Documents/CTsource-Bid-Board-Guide.pdf>
 4. If you experience difficulty establishing your firm's account, please call DAS at 860-713-5095 or send an email to das.ctsource@ct.gov. If you have difficult accessing your CTSOURCE account call 1-866-889-8533 or email webprocuresupport@proactis.com.
 5. The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports>.

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6. You must complete the Bidder Contract Compliance Monitoring Report and upload it to CTSource.
7. More information about the State of Connecticut’s Contract Compliance requirements is available on the Commission on Human Rights and Opportunities’ web site at <https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Contract-Compliance> under “Contract Compliance.” Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to CTSource. If not, please explain.
 - f. Concise answers are encouraged.
 - g. The submission of proposals shall constitute, without any further act required of the proposers or the State, acceptance of the requirements, administrative stipulations, and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in the State’s rejection of the proposal. The State will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for the State to consider their proposal.
 - h. No additions or changes to any proposal will be allowed after the proposal due date, unless the State specifically requests such modifications. The State may, at its option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of the proposals.

D. Information Required in the Proposal:

- a. Provide the information requested below on the title page:

Name of Proposer
Business Location
Mailing Address
Telephone Number
E-mail Address
Federal Employer ID Number / Social Security Number

The Proposer must designate an authorized representative and one alternate who may speak and act on behalf of the Proposer in all dealings with the agency, if necessary. Provide the following information for each individual:

Names
Telephone Numbers
Normal Hours of Work

- b. Transmittal Letter - A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:
 1. Identify the submitting organization;
 2. Explicitly indicate unequivocal acceptance of all of the requirements of this RFP and acknowledge receipt of any and all amendments to this RFP;

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3. Bear the signature of the person with the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the firm any contract or agreement with the State.
 4. Explicitly warrant, represent and certify the following requirements have been met in connection with the RFP:
 - The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
 - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and
 - No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting completion.
 5. Explicitly represent that no elected or appointed official or employee of the State of Connecticut had benefited or will benefit financially or materially from any contract or agreement executed in connection with this RFP. Any contract or agreement executed in connection with this RFP may be terminated by the State if it is determined that gratuities of any kind were either offered to, or received by, any state officials or employees from the firm, the law firm’s agent(s), representative(s) or employee(s). Such action on the part of the State shall not constitute a breach of contract on the part of the State.
- c. Table of Contents - The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.
- d. Executive Summary
- Proposers must provide an Executive Summary. This is to permit the Proposer to briefly summarize the most important aspects of each section of the Proposal. The Executive Summary must provide a high-level overview of the Proposal. The Proposer must summarize its understanding of the objectives of the State in issuing this RFP, the intended results of the services, the scope of work, and any issues which need to be addressed in this Project. The executive summary should, at a minimum, provide the following information:
- i. A summary of the Proposal to provide the services described in the RFP.
 - ii. Description of the key personnel to be used in providing the services.
 - iii. Discuss the risks and concerns arising from the RFP.
 - iv. Explain what would be needed from the State to begin the project.
- e. Explain the firm’s qualifications in light of the Selection Criteria detailed in Section IV above.
- f. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.

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- g. If you find any terms or provisions of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in the firm’s failure to execute a contract in this matter.
- h. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees or associates.
- i. Include a detailed and specific fee proposal. You must include a fee proposal specific to hourly rates both for the specific personnel and for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed). Proposals cannot exceed the maximum cost identified in this RFP.
- j. Provide names and contact information of three (3) client references for whom you have performed services reasonably comparable to those sought in this RFP.
- k. Provide the name of your professional liability insurance carrier and cyber security liability insurance carrier, the maximum amount of your coverage, and the deductible amount.

E. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

F. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract.

VI. OSC GENERAL TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer agrees to comply with the following terms and conditions:

- 1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. **Preparation Expenses.** Neither the State nor OSC shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. **Exclusion of Taxes.** OSC is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, OSC may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by OSC, and at the proposer’s expense.

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6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by OSC. OSC may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by OSC. At its sole discretion, OSC may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
7. **Presentation of Supporting Evidence.** If requested by OSC, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. OSC may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer’s capability to perform the duties required by this RFP. At its discretion, OSC may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or OSC or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and OSC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by OSC and, if required by the Attorney General’s Office.

Contractors responding to this RFP must adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

9. **Acceptance or Rejection by the State.** The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed. By responding to this procurement, applicants agree to accept the Comptroller’s determinations as final.
10. **Conformance with Statutes.** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the federal government.
11. **Ownership of Proposals.** All proposals submitted in response to this RFP are to be the sole property of the State and will be subject to the applicable Freedom of Information provisions starting at Section§§1-200 of the Connecticut General Statutes. In addition to the completed response, any proposer that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must mark such materials as “CONFIDENTIAL” and provide one redacted copy of its RFP response on a separate thumb drive, which may be disclosed without objection in the event a FOI request is made for its proposal. Failure to clearly mark materials as "CONFIDENTIAL" and/or failure to provide a redacted copy may result in the release of the RFP response on file with the State at the time such FOI request is made.
12. **Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.
13. **Communication Blackout Period.** Except as called for in this RFP, contractors may not communicate about the RFP with anyone other than the designated contact, Jessica Muirhead, until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.

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14. **Timing and Sequence.** All timing and sequence of events resulting from this RFP will ultimately be determined by the State. Late responses may or may not be considered, and it will be left to the Comptroller’s discretion whether to accept or reject late responses.
15. **Stability of Proposed Prices.** Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.
16. **Oral Agreements.** Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
17. **Amending or Canceling Requests.** The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.
18. **Rejection for Default or Misrepresentation.** The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.
19. **Rejection of Qualified Proposals.** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
20. **Collusion.** By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.
21. **Conformance to Instructions.** All responses to the RFP must conform to the instructions herein. Failure to provide any required information, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
22. **Appearances.** In some cases, Contractors may be asked to appear to give demonstrations, interviews, presentations or further explanation to the RFP's screening committee.
23. **Standard Contract and Conditions.** The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions. Attachment B.
24. **Entire Agreement.** The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the Office of the Attorney General. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the Contractor, and the Office of the Attorney General.
25. **Rights Reserved to the State.** The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.
26. **Receipt of Summary of State Ethics Laws.** The Contractor must acknowledge that it has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachments C and D hereto.

VII. STANDARD CONTRACT TERMS

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the State’s standard contract terms, as seen in the attached contract at the end of this document. The standard contract will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. It will also include the mandatory terms and conditions, may be amended only in consultation with, and with the approval of the Attorney General’s Office.

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Also included is the State Elections Enforcement Commission's (SEEC) notice (pursuant to Section 9-612(g)(2) of the Connecticut General Statutes) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

Collusion. The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

State Officials and Employees. The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

Competitors. The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

Validity of Proposal. The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.

Press Releases. The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

- **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by OSC.
- **Amending or Canceling RFP.** OSC reserves the right to amend or cancel this RFP on any date and at any time, if OSC deems it to be necessary, appropriate, or otherwise in the best interests of the State.

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- **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, OSC may reopen the procurement process, if it is determined to be in the best interests of the State.
- **Award and Rejection of Proposals.** OSC reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. OSC may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. OSC reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- **Contract Negotiation.** OSC reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. OSC further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, OSC may seek Best and Final Offers (BFO) on cost from proposers. OSC may set parameters on any BFOs received.
- **Clerical Errors in Award.** OSC reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the proposer.
- **Key Personnel.** When OSC is the sole funder of a purchased service, OSC reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. OSC also reserves the right to approve replacements for key personnel who have terminated employment. OSC further reserves the right to require the removal and replacement of any of the proposer’s key personnel who do not perform adequately, regardless of whether they were previously approved by OSC.

STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

Freedom of Information, C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. Failure to clearly mark materials as "CONFIDENTIAL" and/or failure to provide a redacted copy of a Proposer’s RFP response may result in the release of the RFP response on file with the State at the time that an FOI request is made. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOI request. The proposer has the burden of establishing the availability of any FOI exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State’s FOI Act, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or

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information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOI Act or other requirements of law.

Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements Representation, C.G.S. § 4ad-81.

Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts.

"Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9- 612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.” Such notice is available at

https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

Gifts, Conn. Gen. Stat. § 4-252. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz’s Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi- public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person. Any bidder or proposer that does not agree to the representations required under this section shall be

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rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

Iran Energy Investment Certification C.G.S. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with written representation in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

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APPENDIX: State Contract

Below are the standard terms and conditions that the selected proposer will be expected to comply with upon the award of the RFP. Such terms and conditions are subject to changes in laws, state contracting requirements and any contracting and additional requirements of the Office of the Attorney General.

Personal Service Agreement Between

The Office of the State Comptroller

And

XXXX

This **Personal Service Agreement** (“Agreement”) is between the State of Connecticut Office of the State Comptroller (“**Comptroller's Office**”) and XXX, a XX corporation (“**Contractor**”).

RECITALS

- The Comptroller’s Office enters into this Agreement pursuant to Section 3-112 of the Connecticut General Statutes.

Accordingly, the Parties agree as follows:

SECTION 1

DEFINITIONS

Definitions and Defined Terms. Each term defined in the preamble and the recitals of this Agreement has its assigned meaning. Each defined term that follows has the meaning assigned to it.

- “**Claims**” means all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- “**Confidential Information**” means any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Comptroller's Office classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the public.
- “**Confidential Information Breach**” means an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without

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prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Comptroller's Office or State.

- **“Contractor Parties”** means a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Agreement in any capacity.
- **“End Date”** has the same meaning assigned to it in Section 2.
- **“Goods”** means all things which are movable when the Agreement is effective and which includes but is not limited to, supplies, materials and equipment.
- **“Goods or Services”** means Goods, Services or both.
- **“Parties”** means the Comptroller's Office and the Contractor, collectively.
- **“Perform”** means the verb “to perform” and the Contractor’s performance in this Agreement are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- **“Records”** means all working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- **“Services”** means the performance of labor or work, as specified in the Solicitation (as applicable) and as set forth in this Agreement.
- **“Solicitation”** means a State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quote.
- **“State”** means the State of Connecticut, including the Comptroller’s Office and any office, department, board, council, commission, institution or other agency or entity of the State.
- **“Termination”** means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

SECTION 2

CONTRACT PERIOD

This Agreement is effective on the date that the State of Connecticut Office of the Attorney General executes and delivers this Agreement as indicated by the date on that party’s signature line. This Agreement’s initial term expires on XX XX, 202X (**“End Date”**). After the initial term, the Comptroller may extend this Agreement for up to two (2) additional years. The duties of the Contractor as set forth in this Agreement shall be completed no later than the End Date.

SECTION 3

NOTICE OF CHANGE AND TERMINATION

Unless otherwise expressly provided to the contrary, any notice provided under this Agreement shall be in writing and shall be delivered personally, electronically, by recognized overnight courier service, or by certified or registered mail to the following addresses:

Comptroller:

Office of the State Comptroller
165 Capitol Ave.

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Hartford, CT 06106
Attention: XX
XX

AND

Office of the State Comptroller
165 Capitol Ave.
Hartford, CT 06106
Attention: Yamuna Menon, General Counsel/Assistant State Comptroller
yamuna.menon@ct.gov

Contractor:

[NAME OF CONTRACTOR]
[ADDRESS OF CONTRACTOR]
Attn: [CONTACT NAME]
CONTACT EMAIL]

Notwithstanding any provisions in this Agreement, the Comptroller’s Office, through a duly authorized employee, may Terminate the Agreement before the End Date whenever the Comptroller’s Office makes a written determination that such Termination is in the best interests of the State. The Comptroller’s Office 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 Agreement prior to such date.

Notwithstanding any provisions in this Agreement, the Comptroller’s Office, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Agreement, Terminate the Agreement in accordance with the provisions in the Breach section of this Agreement.

The Comptroller’s Office 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 Comptroller’s Office for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Comptroller’s Office, 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 Office all Records. The Records are deemed to be the property of the Comptroller’s Office and the Contractor shall deliver them to the Office no later than thirty (30) days after the Termination of the Agreement or fifteen (15) days after the Contractor receives a written request from the Office 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.

Upon receipt of a written notice of Termination from the Comptroller’s Office, the Contractor shall cease operations as the Comptroller’s Office directs in the notice, and take all actions that are necessary or appropriate, or that the Comptroller’s Office may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Comptroller’s Office 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.

The Comptroller’s Office shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Comptroller’s Office, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance

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which the notice required the Contractor to complete. The Contractor, however, is not entitled to receive, and the Comptroller’s Office is not obligated to tender to the Contractor, any payments for anticipated or lost profits. Upon the Comptroller’s Office request, the Contractor shall assign to the Comptroller’s Office, or any replacement contractor which the Office designates, all subcontracts, purchase orders and other commitments, deliver to the Office 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 Comptroller’s Office may request.

For breach or violation of any of the provisions in the section concerning representations and warranties, the Comptroller’s Office may Terminate the Agreement 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.

Upon Termination of the Agreement, all rights and obligations shall be 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 Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them being specifically mentioned in the Agreement. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Comptroller’s Office.

SECTION 4

SPECIFICATION OF SERVICES

Subject to the provisions of this Agreement, the Contractor shall provide the following specific services for the program(s) and shall comply with the terms and conditions set forth in this Agreement as required by the Comptroller’s Office, including, but not limited to:

Scope of Services

[TO BE DETERMINED]

SECTION 5

PAYMENT SCHEDULE; STATEMENT OF PAYMENTS.

[TO BE DETERMINED]

The maximum payable under this contract shall be XX. Such payments shall be made [ON WHAT FREQUENCY] by the Comptroller's Office to Contractor upon successful completion of monthly and quarterly deliverables as stated in Section Three, as determined by the Comptroller's Office. Contractor shall submit invoices in arrears. Invoices shall include the Contractor name, the Agreement Number, Contractor’s Federal Employer Identification Number, monthly and quarterly deliverables completed, and the billing period.

SECTION 6

OTHER CONDITIONS

A. Entire Agreement.

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This Agreement embodies the entire agreement between the Comptroller's Office and the Contractor on matters specifically addressed in this Agreement in this Agreement. The parties shall not be bound by, or be liable for, any statement, representation, promise, inducement or understanding or nature not set forth in this Agreement in this Agreement. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties, and, where applicable, approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

Pursuant to Section 4d-31 of the Connecticut General Statutes, this Agreement is deemed to have incorporated all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols established or provided by Contractor are compatible with, and support, the State's core financial systems, including, but not limited to, accounting, payroll, time and attendance, and retirement systems. Contractor shall deliver the Goods and Services in compliance with Section 4d-31 and this provision.

B. Independent Contractor.

The Contractor represents that it is fully experienced and properly qualified to perform the services provided for in this Agreement, and that it is properly licensed, equipped, organized, and financed to perform such services. The Contractor shall act as an independent Contractor in performing this Agreement and shall complete control over its employees and all its subcontractors.

Pursuant to Section 4d-32 of the Connecticut General Statutes, the Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Commissioner of the Department of Administrative Services or such designee of the selection of the subcontractor and of the provisions of the subcontract.

The Contractor shall furnish fully qualified personnel to perform the services under this Agreement. The Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. The Contractor represents and warrants that its services under this Agreement do not conflict with other contractual commitments with or by the Contractor. If applicable, Contractor shall deliver copies of all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller's Office, at the time of the execution of this Agreement, as evidence that such are in full force.

C. Laws and Regulations; Forum; Choice of Law; Conflict of Laws; Venue.

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Without regard to Connecticut's conflict of laws principles, the laws and court decisions of the State of Connecticut govern all matters arising under or relating to this Agreement, including torts. 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, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection that it has 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.

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The sole and exclusive means for the presentation of any claims against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor shall not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, Chapter 53 proceedings.

The Contractor shall provide written notice to the State of any litigation that relates to the services directly or indirectly financed under this Agreement or that may impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Agreement.

The Contractor, its employees, and representatives, shall at all times comply with all applicable state and federal laws, regulations, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

D. Labor and Personnel.

At all times, Contractor shall utilize approved and qualified personnel and any Comptroller's Office-approved subcontractors necessary to perform the services under this Agreement. The Contractor and all subcontractors shall not perform any services under this contract outside of the United States. Should the Contractor or any subcontractors perform any call center services to the state, such state business-related call center and customer service work must be performed by state contractors or other agents or subcontractors entirely within this state, except that, if any such contractor, other agent or subcontractor performs work outside this state and adds customer service employees who will perform work pursuant to such new contracts or agreements, such new employees shall immediately be employed within this state, in compliance with Section 31-57aa of the Connecticut General Statutes, as amended from time to time.

The Contractor shall advise the Comptroller's Office promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to the Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect the Contractor's performance of services under this Agreement. If such labor occurrence happens, then the Comptroller's Office may request that the Contractor arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Comptroller's Office to provide the services otherwise performable by Contractor under this Agreement. The Contractor will be responsible to the Comptroller's Office for any economic detriment caused the Comptroller's Office by such subcontract arrangement.

At the Comptroller's Office's request, the Contractor shall reassign any employee or authorized representatives whom the Comptroller's Office, in its sole discretion, determines is incompetent, dishonest, or uncooperative from the Comptroller's Office's account. The Comptroller's Office shall give ten (10) days' notice to Contractor of the desire for such reassignment. The Contractor will have five (5) days to investigate the situation and may attempt to satisfy the Comptroller's Office that the employee should not be reassigned; however, the Comptroller's Office's decision in its sole discretion after such five (5) day period shall be final. Should the Comptroller's Office still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the Comptroller's Office's account.

E. Conflicts, Errors, Omissions, and Discrepancies.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the Comptroller's Office for clarification. The Comptroller's Office shall issue such clarification within a reasonable period. Any services affected

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by such conflicts, discrepancies, errors, or omissions performed by Contractor prior to clarification by the Comptroller's Office shall be at Contractor's risk.

F. Liability and Indemnity; Indemnification.

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, permitted successors and assigns from and against any and all (1) third party Claims arising, directly or indirectly, in connection with the Agreement; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims or this Agreement. Contractor shall use counsel which is reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.
- b. The Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. The Contractor shall reimburse the State for all damages to the real or personal property of the State caused by the acts of Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d. The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the Claims or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.
- e. At all times during the Term of this Agreement and any provisions that survive the Term of this Agreement, the Contractor shall carry and maintain sufficient commercial general liability insurance to satisfy its obligations under this Agreement. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Comptroller's Office prior to the effective date of the Agreement. The Contractor shall not begin performance until the delivery of the policy to the Comptroller's Office. The Comptroller's Office shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Comptroller's Office or the State is contributorily negligent.
- f. This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

G. Nondisclosure.

Pursuant to this Agreement, the Contractor shall not release any information, records, reports, or other data obtained in connection with the performance of services provided to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller's Office, unless such disclosure is a legally protected or required disclosure under applicable state or federal law, regulation or court order.

H. Quality Surveillance, Examination of Records, Audits; Continuity of Services; Inspection of Plants, Places of Business & Records.

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- a. Pursuant to Section 4e-29 of the Connecticut General Statutes, the State and its agents, including, but not limited to, the Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- b. The Contractor shall maintain and require each of the Contractor Parties to maintain, accurate and complete Records in compliance with Section 2-90 and Section 4e-72 of the Connecticut General Statutes. The Contractor shall make all its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents, in accordance with Section 4e-30a of the Connecticut General Statutes.
- c. The State shall make requests to the Contractor for any audit or inspection in writing with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. The State is not obligated to provide prior notice if the State suspects fraud or other abuse, or in the event of an emergency.
- d. The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set off the amount from any monies which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- e. Pursuant to Section 4e-30(a) of the Connecticut General Statutes, the Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. The Contractor shall cooperate fully with the State and its agents for any audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- h. Pursuant to Section 4e-30(b) of the Connecticut General Statutes, if the Contractor enters into an amendment to the Agreement or subcontract that extends the terms of the Agreement or such subcontract, the amendment shall be deemed a new and separate negotiated contract. All records related to the performance of such amendment shall be subject to the record maintenance requirements set forth in Section H(e) of this Agreement.

Audit Clause for State Grants. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Comptroller's Office 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.

If this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with Section 7-396a of the Connecticut General Statutes. Under this statute, any agreement

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for a state grant between a state agency and a public or private agency shall provide for an audit acceptable to the state agency of any grant expenditures made by such public or private agency and the cost of such audit may be considered an allowable expense under such grant agreement unless otherwise provided by the state agency. The Auditors of Public Accounts shall have access to all records and accounts of such public or private agency for the fiscal year in which such grant is made. A copy of any audit performed under the provisions of this section shall be filed with the Auditors of Public Accounts. For an agreement for a state grant between a state agency and a public or private agency where the state agency has received funding for that grant from the federal government, the cost of any required audit shall be an allowable expense under that grant agreement, provided the cost of such audit is an allowable expense under the federal grant regulations.

I. Insurance.

The State shall not be liable to the Contractor for any risk of Deliverable loss or damage while Deliverables are in the Contractor’s possession or in transit, or while in the Comptroller's Office’s possession prior to the Comptroller's Office’s Acceptance, except when such loss or damage is due directly to the Comptroller's Office’s negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

Before commencing Performance, throughout the Term and during the time that any provisions survive the Term, the Contractor shall obtain and maintain the insurance required by this section, including but not limited to, premiums, taxes, audits, commissions, policy deductibles and self-insured retentions at its sole cost and expense. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Connecticut and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best’s Insurance Reports. The Contractor’s insurance policies shall be primary (including primary, excess and umbrella) and non-contributory with respect to any other insurance or self-insurance maintained by or available to the State. All insurance coverage shall be written on an occurrence basis and not a “claims made” basis, with the exception of Professional Liability, if applicable, as specified in the Agreement. Any failure of Contractor to comply with the claim reporting provisions of its policies shall not affect coverage provided to the State.

The Contractor shall provide to the State: (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the Comptroller's Office all in an electronic format acceptable to the Comptroller's Office prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these three (3) documents to the Comptroller's Office. The Contractor shall provide an annual electronic update of the three (3) documents to the Comptroller's Office on or before each anniversary of the Effective Date during the Term, including each anniversary after the Term for policies requiring continuous coverage or an extended reporting period specified in this section. The State retains the right to request certified copies of required policies at any time. Contractor’s insurance shall not be permitted to expire, be suspended, be cancelled or be materially changed for any reason without thirty (30) days prior written notice to the State.

If the Contractor maintains broader coverage or higher limits than specified in the Agreement, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. The Contractor waives its right of recovery or subrogation against the State and shall obtain any endorsement necessary to affect this waiver of subrogation endorsement from their insurer(s). If applicable, all tiers of Contractor’s sub-contractors shall maintain insurance in like form and amounts, including the additional insured requirements and provide certificates of insurance and applicable endorsements to the Contractor prior to the start of the sub-contractor’s work.

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Acceptance by the Comptroller's Office of insurance submitted by the Contractor does not relieve or decrease the liability of the Contractor arising, directly or indirectly, out of this Agreement. The Contractor is responsible for any losses, claims and costs which exceed the Contractor's limits of liability, which may be outside the coverage scope of the policies, or which result from non-compliance with any laws including, but not limited to, environmental laws. The requirements in this Agreement do not limit or eliminate the liability of the Contractor. Contractor's failure to cooperate and/or comply with any provision of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the State for losses which otherwise would have been covered by these policies. Failure to comply with any of the indemnification or insurance requirements in this Agreement may be held a willful violation and serve as the basis for immediate termination of the Agreement. The State retains the option to maintain the insurance coverage and charge the expense to the Contractor, withhold payment for Performance or terminate the Agreement.

Commercial General Liability

\$1,000,000 combined single limit per occurrence / \$2,000,000 annual aggregate for bodily injury and property damage. Coverage shall include, personal & advertising injury, premises and operations, independent contractors, products and completed operations, contractual liability and broad form property damage coverage. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent. The Contractor shall continue to provide products/completed operations coverage for two (2) years after the Term and during the time that any provisions survive the Term. This coverage shall include liability arising out of work or operations performed by or on behalf of the Contractor. The Contractor shall cause the State and its officers, agents and employees to be named as an additional insured on the policy and amend any Insured vs. Insured language to eliminate any conflicts or coverage restrictions between the respective insureds.

Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the Performance, then only hired and non-owned coverage is required. If a vehicle is not used in the Performance, then automobile coverage is not required.

Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the State of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$500,000 for each accident, \$500,000 for disease, and \$500,000 for each employee, per policy period.

Excess / Umbrella Liability

\$2,000,000 per occurrence, following form. Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

Professional Liability

\$10,000,000 per claim and annual aggregate, during the Term, and Contractor shall maintain continuous coverage or obtain an extended reporting period for a period of three (3) years thereafter. The policy retroactive date must be on or before the start of work under the Agreement. The policy definition of "Professional Services" shall include the services required in the scope of this Agreement.

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Information Security Privacy/Cyber Security Liability

\$1,000,000 per occurrence or claim/ \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, release of Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs and regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Contractor shall deliver Certificates of Insurance relating to all coverages referenced in this Section to the Comptroller's Office at the time of delivery and execution of this Agreement. Such coverage is evidence that policies providing such coverage and limits of insurance are in full force, and the Certificate of which shall provide that no less than thirty (30) days advance notice will be given in writing to the Comptroller's Office prior to cancellation, termination or alteration of said policies of insurance.

J. Promotion.

Unless specifically authorized in writing by the Comptroller's Office, the Contractor shall not use the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the State in any of the following:

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor
3. To use the names of the Comptroller, its officials or employees or the Comptroller seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver such items as are contracted by the Comptroller's Office in accordance with this Agreement; nor
4. To use the seal of the State in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above) without the specific and express permission from the Secretary of the State.

K. Protection of Confidential Information, Ownership Breach, Data Security Breach.

All data provided to the Contractor by the Comptroller's Office or developed internally by the Contractor regarding the Comptroller's Office will be treated as proprietary to the Comptroller's Office and confidential unless the Comptroller's Office agrees in writing to the contrary or authorizes the release of such information prior to such release. The Contractor shall comply with Section 4e-70 of the Connecticut General Statutes to forever hold in confidence and protect from confidential information breach all files, records, documents, or other information as designated, whether prepared by the Comptroller's Office or others, which may come into the Contractor's possession during the term of this Agreement, except where disclosure is required by other governmental authority to comply with laws, rules, or regulations, and such disclosure will be limited for that express purpose only. Where such disclosure is required, the Contractor will provide advance notice to the Comptroller's Office of the need for the disclosure and will not disclose absent consent from the Comptroller's Office. The Contractor's responsibilities pursuant to Section 4e-70 shall not be construed to supersede a contractor's P.L. 104-191 (Health Insurance Portability and Accountability Act) obligations.

Data Security Breach; Protection of Confidential Information.

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- a. The Contractor and Contractor Parties, at their own expense shall protect from a Confidential Information Breach all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. The Contractor or each Contractor Party shall develop, implement and maintain a comprehensive data security program to protect Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Comptroller's Office or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Comptroller's Office and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, , present a credit monitoring and protection plan to the Department of Administrative Services, the Office and the Connecticut Office of the Attorney General, for review and approval within three (3) business days after the notification. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Office, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act or the provisions of this Agreement concerning the obligations of the Contractor as a Business Associate of the Comptroller's Office.

L. Representations & Warranties

Under this Agreement, the Contractor represents and warrants to the Comptroller's Office, for itself and for any Contractor Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

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- A. The Contractor is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. It has taken all necessary action to authorize the execution, delivery and performance of the Agreement and have the power and authority to execute, deliver and perform its obligations under the Agreement;
- B. The Contractor will comply with all State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Code of Ethics;
- C. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provisions of law; (2) any order of any court of the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- D. No employee of Contractor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- E. As applicable, Contractor has not been convicted of, or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity within the three years preceding the Agreement, in any of Contractor’s current or former jobs. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- F. The Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- G. The Contractor has not had one or more contracts with any governmental entity terminated for cause within the last three years preceding the Agreement;
- H. The Contractor has not improperly or illegally paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made under this Agreement;
- I. To the best of its knowledge, there are no Claims, as defined in the Indemnification section of this Agreement, involving the Contractor that might reasonably be expected to materially adversely affect its business, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- J. The Contractor shall disclose, to the best of its knowledge, to the Authority, in writing, any Claims involving them that might reasonably be expected to materially adversely affect their business, operations, assets, properties, financial stability, business prospects, or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware of any such Claims;
- K. As applicable, the Contractor’s participation in the RFP is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State’s Code of Ethics;
- L. The Contractor has paid all applicable worker’s compensation second injury fund assessments concerning all previous work done in Connecticut;
- M. The Contractor owes no past due unemployment compensation contributions;
- N. The Contractor is not delinquent in the payment of any taxes owed the State of Connecticut;
- O. The Contractor shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities other than in connection with the performance of those duties and responsibilities. The Contractor shall keep all confidential and privileged records, as defined, in secured areas and shall take

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reasonable precautions to protect the records from dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access;

- P. The Contractor shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or create an appearance of impropriety as determined under applicable legal ethics standards; and
- Q. The Contractor will not enter into or retain any business relationships or enterprise in which an Authority member holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the Comptroller's Office.

M. Breach

a. If one party (the “Non-breaching Party”) determines that the other (the “Breaching Party”) has failed to comply with any of the Breaching Party’s corresponding Agreement obligations (a “Breach”), then the Non-breaching Party shall provide written notice of such failure to the Breaching Party. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. If Contractor is the Breaching Party, then the Comptroller’s Office may set forth any remedy period in the notice that is consistent with the provisions of this Agreement. The period set forth in the notice is known as the “Remedy Period.” The Non-breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Comptroller’s Office determines that the Contractor has committed a Breach, then the Contractor shall prepare and submit to the Office a CAP in connection with the identified Breach upon the Comptroller’s Office’s request. The Contractor shall provide in the Corrective Action Plan (“CAP”) a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, the Contractor’s assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. The Contractor shall submit the CAP to the Comptroller’s Office within (10) business days following the Office’s request for the CAP for the Office’s review and approval. Within (10) business days of receiving the CAP, the Comptroller’s Office must approve the CAP or reject it with a written explanation for the rejection with suggestions for changes sent to the Contractor. If the Comptroller’s Office fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved. The Contractor shall address the suggestions in a manner that the Office will approve the CAP when the Contractor re-submits it to the Office for review and approval. If the Office rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Office accepts a CAP, (2) the Office waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Office waives the Breach, or (5) the Office makes a determination to Terminate this Agreement. After the first rejection, each of the parties will have (5) Business Days, instead of (10) business days, within which to review the CAP. Each subsequent revision and review will be for up to (3) business days each instead of (10) or (5) business days.

c. If the Office determines that the Contractor has Breached this Agreement and notifies Contractor in writing prior to the date that payment would have been due, then the Office may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue.

d. For purposes of the Office determining whether there is a Breach under this Agreement, or whether any statement in the Representations and Warranties Section of this Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Office considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

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e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not state an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Agreement.

f. Notwithstanding any provisions in this Agreement, the Office may terminate this Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Agreement. In case of such revocation or Termination, the Office will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Agreement.

N. Subpoenas.

If the Contractor's records are subpoenaed, the Contractor shall notify the person designated for the Comptroller's Office in Section 3 of this Agreement of such subpoena within twenty-four (24) hours of service of the subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller's Office in Section 3 of this Agreement.

O. Survival.

The rights and obligations of the parties which, by their nature, survive termination or completion of the Agreement, including, but not limited to, those set forth in this Agreement in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force.

P. Sovereign Immunity.

Nothing in the Solicitation or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

Q. Assignment.

No party may assign its rights or delegate any performance under this Agreement without the prior written consent of the other party.

R. Severability.

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement.

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S. Headings.

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

T. Third Parties.

The Comptroller's Office shall not be obligated or liable under this Agreement to any party other than the Contractor.

U. Non Waiver.

Any payment made by the Comptroller's Office to the Contractor shall not constitute or be construed as a waiver of any breach of covenant, or any default by the Contractor which may then exist. Any such payment by the Comptroller's Office while any such breach or default exists shall not impair or prejudice any right or remedy available to the Comptroller's Office with respect to such breach or default.

V. Contractor Certification.

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Comptroller's Office, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

SECTION 7

STATUTORY AND REGULATORY COMPLIANCE AND ADDITIONAL CONDITIONS

a. Health Insurance Portability and Accountability Act.

- a. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Agreement, the Contractor must comply with all terms and conditions of this Section. If the Contractor is not a Business Associate under HIPAA, this Section does not apply to the Contractor for this Agreement.
- b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes, but is not limited to, HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- c. The Client Office is a “covered entity” as that term is defined as in 45 C.F.R. § 160.103; and
- d. The Contractor is a “business associate” of the Office, as that term is defined in 45 C.F.R. § 160.103; and
- e. The Contractor and the Client Office agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to in this Agreement as the “HIPAA Standards”).
- f. Definitions

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- (1) “Breach” has the same meaning as the term is defined in Section 45 C.F.R. 164.402 and includes any use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” means the Contractor.
 - (3) “Covered Entity” means the Client Office.
 - (4) “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” has the same meaning as the term is defined in Section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” has the same meaning as the term “individual” in 45 C.F.R. § 160.103 and includes a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.
 - (11) “More stringent” has the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (12) “This Section of the Agreement” refers to the HIPAA provisions stated in this Agreement in its entirety.
 - (13) “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (14) “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate shall not to use or disclose PHI other than as permitted or required by this Section of the Agreement or as Required by Law.
 - (2) Business Associate shall use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Agreement and in accordance with HIPAA Standards.
 - (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Agreement.
 - (5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Agreement or any Security Incident of which it becomes aware.
 - (6) If applicable and in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
 - (7) Business Associate shall provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount

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permitted by state law; or the Business Associate’s actual cost of postage, labor and supplies for complying with the request.

(8) Business Associate amend PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in the time and manner designated by the Covered Entity.

(9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity’s compliance with the HIPAA Standards.

(10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated under this Agreement.

(11) In a time and manner designated by the Covered Entity, Business Associate shall provide information collected in accordance with Subsection (g)(10) of this Section of the Agreement to Covered Entity, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated under this Agreement. At the Covered Entity’s direction, Business Associate shall provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated under this Agreement.

(12) Business Associate shall comply with any State or federal law that is more stringent than the Privacy Rule.

(13) Business Associate shall comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) If an Individual requests that the Business Associate (A) restrict disclosures of PHI; (B) provide an accounting of disclosures of the Individual’s PHI;

(C) provide a copy of the Individual’s PHI in an Electronic Health Record; or

(D) amend PHI in the Individual’s Designated Record Set

the Business Associate shall notify the Covered Entity, in writing, within five Days of the request.

(15) Business Associate and its subcontractors shall not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:

(A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Agreement and

(B) the valid authorization of the Individual, except for the purposes provided under Section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach.

(A) Following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this Section of the Agreement, any breach of Unsecured protected health information, or any Security Incident, the Business Associate shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Agreement.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay and no later than 30 days after the Breach is discovered by the Business Associate or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected

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health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

(C) The Business Associate shall include in the notification to the Covered Entity information including, but not limited to, the following:

- i. A description of what happened, the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was acquired or viewed.
- ii. A description of the types of Unsecured protected health information involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
- iii. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
- iv. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
- v. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that such official determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate shall conduct a risk assessment using at minimum the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate’s notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a Breach pursuant to 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

(F) Business Associate shall provide appropriate staffing and establish procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. In the notification of a Breach by the Business Associate to the Covered Entity, Business Associate shall include a written description of the procedures established to meet these requirements. Costs of such contact procedures are borne by the Business Associate.

(G) In the event of a Breach, Business Associate must demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions: Except as otherwise limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by

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Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitations may affect Business Associate’s use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, if such changes may affect Business Associate’s use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Agreement.

(k) Term and Termination.

(1) The term of this Section of the Agreement is effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Agreement is:

- provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate,
- created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or,
- if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) For termination for Cause upon Covered Entity’s knowledge of a material Breach by Business Associate, Covered Entity shall:

(A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Agreement;

(B) Immediately terminate the Agreement if Business Associate has breached a material term of this Section of the Agreement and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (k)(2) of this Section of the Agreement, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall provide the information collected in accordance with Section (g)(10) of this Section of the Agreement to the Covered Entity within ten Days of the notice of termination. This Section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Agreement to such PHI

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and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies of them.

(1) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Agreement to a section in the HIPAA Standards means the section as in effect or as amended from time to time.

(2) Amendment. The parties may take such action as is necessary to amend this Section of the Agreement from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended from time to time). (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.

(4) Effect on Agreement. Except as specifically required to implement this Section of the Agreement, all other terms of the Agreement shall remain in force and effect.

(5) Construction. This Section of the Agreement shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended from time to time). Any ambiguity in this Section of the Agreement shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards (all as amended from time to time).

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Agreement will be adequate or satisfactory for Business Associate’s own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Agreement or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended from time to time), including, without limitation, attorney’s fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded under this Agreement, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Agreement, under HIPAA, the HITECH Act, and the HIPAA Standards.

- b. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 as amended from time to time (“ADA”) during the term of the Agreement and as applicable. The Comptroller’s Office may cancel or terminate this Agreement if the Contractor fails to comply with the ADA. The Contractor represents that it is in compliance with the ADA. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the State because of any failure of the Contractor to comply with the ADA. As applicable, the Contractor shall comply with Section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

C. Nondiscrimination and Affirmative Action Provisions; Nondiscrimination Certification.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;

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- ii. "Agreement" and “contract” include any extension or modification of the Agreement or contract;
- iii. "Contractor" and “contractor” include any permitted successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in Section 32-9n of the Connecticut General Statutes, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in Section 32-9n of the Connecticut General Statutes, or are individuals with a disability; and
- x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms “Agreement” 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 public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Section 1-267 of the Connecticut General Statutes, (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 represents and warrants that in the performance of the Agreement 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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or

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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 shall take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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) In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor shall state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor shall 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 shall comply with each provision of this Section and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) the Contractor shall provide the Commission with such information requested by the Commission, and permits access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but not be limited to: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; 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 public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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(f) The Contractor shall comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any related amendments.

(g) Pursuant to Section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Agreement, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Agreement to ensure that the Agreement will be performed in compliance with the nondiscrimination requirements of such section. The Contractor and its authorized signatory demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Agreement, or (C) initialing this nondiscrimination affirmation in the following box: c

D. Freedom of Information.

1. Contractor acknowledges that the Office must comply with the Freedom of Information Act pursuant to Connecticut General Statutes §§1-200 et seq. (“FOI”) which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statutes §1-210(b).
2. **Public Records Provision.** This Agreement may be subject to Section 1-218 of the Connecticut General Statutes. This statute states that each contract in excess of two million five hundred thousand dollars (\$2,500,000) 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 FOI Act and may be disclosed by the public agency pursuant to the FOI Act. 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 the FOI Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Connecticut Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

E. Whistleblower Statutes.

This Agreement may be subject to Section 4-61dd of the Connecticut General Statutes, where, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. 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 Attorney General may bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty.

Pursuant to this 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.

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Pursuant to Subsection (e)(2)(A) of such statute, an employee of the Contractor may file a complaint against the Contractor with the Chief Human Rights Referee designated under Section 26a-57 of the Connecticut General Statutes, not later than ninety (90) days after learning of the specific incident giving rise to a claim that a personnel action has been taken or occurred.

In accordance with Subsection (e)(5), the affected Agency or Contractor may bring a civil action in the Superior Court for the Judicial District of Hartford against an officer or employee of the State, officer or Employee of the Constructor, that takes or threatens to take any action to impede, fail to renew, or cancel a contract between the Comptroller's Office and Contractor in retaliation for the disclosure of information pursuant to subsection (a) of this statute.

F. Executive Orders and Other Enactments.

- a. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) means Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall be subject to the requirements of these Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Agreement if it contests the applicability of the Enactments or the Office’s authority to require compliance with the Enactments.
- b. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- c. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this Subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

G. Campaign Contribution Restriction.

The Contractor and its principals shall not contribute to or knowingly solicit contributions from the Contractor’s employees or from a subcontractor or principals of a subcontractor to the listed committees or candidates in Sections 9-612(f)(2)(A) and 9-612(f)(2)(B) of the Connecticut General Statutes. Any principal of the Contractor shall certify that neither the Contractor nor its principals have contributed to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of Sections 9-612(f)(2)(A) and 9-612(f)(2)(B) of the Connecticut General Statutes, without mitigating circumstances having been found to exist concerning such violation. Under Section 9-612 of the Connecticut General Statutes, for all State contracts with a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

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H. Large State Agreement Representation for Contractor.

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor represents for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal with a value of \$50,000 or more. If the Contractor does not represent the following, the Comptroller’s Office may reject any solicitation award from a request for proposal process or similar such process and award the contract to the next highest ranked proposer, next lowest responsible qualified bidder, or seek new proposals:

1. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
3. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

I. Large State Agreement Representation for Official or Employee of State Office.

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

J. Iran Energy Investment Certification.

(a) Pursuant to Section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars (\$20,000,000) or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in Subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Agreement or in violation of this Section. A "good faith effort" for purposes of this Subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Agreement Code. Nothing in this Subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

K. Consulting Agreement Representation.

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If the Contractor does not represent the following, the Comptroller's Office may reject any solicitation award from a request for proposal process or similar such process and award the contract to the next highest ranked proposer, next lowest responsible qualified bidder, or seek new proposals. Pursuant to Section 4a-81 of the Connecticut General Statutes, the person signing this Agreement on behalf of the Contractor represents, subject to the penalty of false statement as provided in Section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below or in an attachment to this Agreement.

If such consulting agreement has been entered into, such representation shall include or attach the following: the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts.

"Consulting agreement" does not include any agreements with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? c YES c NO

If YES: _____

Name of Former State Office

Termination Date of Employment

L. Access to Agreement Data and Office Data; Compliance With Laws Concerning Consumer Data Privacy & Online Monitoring.

1. Pursuant to Section 4e-72 of the Connecticut General Statutes, the Contractor shall provide to the Office access to any data, as defined in Connecticut General Statutes §§ 2-90 and §4e-1, concerning the Agreement and the Comptroller's Office that are in the possession or control of the Contractor upon demand and shall provide the data to the Comptroller's Office in a format prescribed by the Comptroller's Office and the State of Connecticut Auditors of Public Accounts

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at no additional cost. The Comptroller’s Office shall keep such data in the form required by the State Auditors and shall provide this data to them and their agents upon demand, in accordance with Section 2-90(g) of the Connecticut General Statutes. The Comptroller’s Office may not deny the State Auditors access to this data.

2. The Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

M. Summary of State Ethics Laws; Contractor Representation Concerning Code of Ethics.

Pursuant to section 1-101qq of the Connecticut General Statutes:

- (a) The State has provided to the Contractor State Contractors Guide to the Code of Ethics pursuant to section 1-81b of the Connecticut General Statutes, which is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement;
- (b) The Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- (c) Prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- (d) Failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SIGNATURES AND APPROVAL

The Contractor IS or IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

To evidence the Parties’ agreement to this Agreement, the parties have executed and delivered it on the date indicated under that party’s name. This Agreement is effective on the date that the State of Connecticut Office of the Attorney General executes and delivers this Agreement on the date indicated under that party’s signature line.

[FULL LEGAL ORGANIZATIONAL TITLE]

Office of the State Comptroller

By: _____
[NAME OF CONTRACTOR]
[TITLE]

By: _____
Sean Scanlon
Comptroller

Date _____

Date _____

Connecticut Attorney General (Approved as to form)

Approved as to form:

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Name
[TITLE]

Date: _____