



CONNECTICUT STATE
COLLEGES & UNIVERSITIES

BOARD OF REGENTS FOR HIGHER EDUCATION

Original Amendment ID 15-28

State Contracting Agency: Board of Regents for Higher Education

On behalf of the Community- Technical Colleges

Street: 39 Woodland Street

City: Hartford State: CT Zip: 06105

Hereby enters into a Contract with:

Contractor's Name: The CNA Corporation

Street: 4825 Mark Center Drive

City: Alexandria State: VA Zip: 22311

Tel#: 703-824-2082 E – MAIL: hunter@cna.org FEIN/SSN: 54-1558882

The term of this contract is from 11/01/2014 through 10/31/2019

This Contract shall become effective as of the date of signature by the Contracting Agency's authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General (OAG). Upon such execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and, where applicable, approved by the OAG.

State Contracting Agency agrees to make payment to the Contractor.
Total Contract shall not exceed \$1,500,000.00

Contractor should address all contract questions to:
Sharon Kromas, skromas@commnet.edu

Contractor should address all questions regarding the scope or performance of services to:
Shelly Jewell, rjewell@commnet.edu

Contracting Agency should address all contract questions to:
Nicholas W. Hunter, Director, Contracts & Procurement, hunter@cna.org

FOR INTERNAL USE ONLY

EXPENSE CODING		FISCAL YR(s)	AMOUNT	NOTES
Banner Fund Code:				
Banner Org Code:				
Banner Account Code:				
Banner Program Code:				

SECTION I - SCOPE

This contract is entered into by and between The CNA Corporation (“Contractor” or “CNA”) and Connecticut’s Board of Regents for Higher Education (“BOR” or “Agency”) on behalf of the Community-Technical Colleges. The Contractor shall provide third party review of grant outcomes and deliverables for federal, state, private and other grants (“projects”), on an as-needed basis upon request of the BOR. The Contractor may also provide grant writing assistance for evaluation plans to be included in grant proposals upon request of the BOR.

1. Contractor shall provide services that will generally include, but not be limited to:
 - (a) Third party services:
 - i. Assist BOR with developing third party evaluation plans during a grant’s proposal period.
 - ii. Meet with grant staff at participating colleges to discuss grant deliverables and outcomes; program implementation and milestones achieved.
 - iii. Review existing data, and develop and implement new data collection procedures. Depending on the nature of the project, processes may include site visits, interviews, focus groups, observations, professional development evaluations, surveys, and assessment data.
 - iv. Implement data collection based upon developed and mutually agreed upon procedures.
 - v. Conduct interviews and/or surveys with program participants, faculty, staff, and employers and/or college industry advisory groups.
 - vi. Analyze collected data. The most appropriate data analysis techniques for each project shall be determined based upon the project’s unique characteristics.
 - vii. Document and report progress of services to the grant’s Project Director or Project Advisory Council on an agreed-upon schedule.
 - viii. Provide multiple written reports, on an agreed upon schedule. Generally a minimum of two written reports will be required; one interim report and one final report. Reports will be submitted to the grant’s Project Director or designee.
 - ix. Participate in national evaluations, as required.

2. Project Specific Proposals

The Community-Technical Colleges have, individually and as part of multi-institution consortia, been awarded multiple federal, state, private and other grants. The number, scope, and complexity of future funding opportunities or future grant awards cannot be predicted. As funding opportunities or grant awards become available, the BOR may request that CNA submit project-specific proposals including a work plan, the required number of hours for completion of work, and a project-specific fee structure and budget. The BOR reserves the right to request proposals from multiple contractors, and to award work on future projects in any manner deemed to be in its own best interest. This contract does not guarantee a specific amount of business or income.

3. Statement of Work

- (a) Prior to commencement of any services, the BOR and the Contractor shall execute a detailed Statement of Work (“SOW”) for each project engagement requested by the BOR. Each SOW shall include, but not be limited to, the following:
 - i. A reference to this governing Agreement, BOR Contract #15-28
 - ii. The effective date of the SOW
 - iii. A Project Plan and detailed description of services to be provided
 - iv. A projected time table for delivery of services
 - v. A schedule for all reporting, presentations (if applicable) and other agreed upon deliverables

- vi. Agreed upon fee structure and payment terms.
- vii. Not to Exceed Amount for the project. The BOR shall not be responsible for costs in excess of those indicated in the SOW without prior written consent mutually agreed upon by Contractor and BOR.
- viii. Family Educational Rights and Privacy Act provisions, when applicable.
- ix. Grant-specific terms or requirements such as allowable expenses and audit requirements.

(b) The sole authority to commence effort by Contractor or to obligate payment by BOR shall be the fully executed SOW and Contractor’s receipt and acceptance of a Purchase Order. The BOR and the Contractor agree that the terms and conditions of this Agreement shall govern each Statement of Work. In the event of a conflict between the SOW and / or Purchase Order and the terms and conditions of this Agreement, this Agreement’s terms shall prevail.

4. Fee Structure

At its discretion, BOR may request project fee proposals on an hourly basis, or as a flat fee per grant –funded project. Future work may require varied skill sets and cost structures determined by the goals of each funded project, and may be based upon either the functional category or the Professional Service Category structure below. Proposals submitted to the BOR shall reflect the most efficient and cost effective structure depending on the funded project. The Contractor may offer a greater discount on hourly rates at its option.

Functional Category	Initial Hourly Rate Inclusive of Direct Charges and Travel
Evaluation Services	\$ 150.00
Proposal Writing Services	\$ 180.00

Professional Service Category	Initial Hourly Rate
Director	\$ 387.32
Research Scientist	\$ 227.89
Senior Analyst	\$ 178.79
Analyst III	\$ 165.74
Analyst II	\$ 149.37
Analyst I	\$ 129.70
Junior Analyst	\$ 116.64
Research Assistant III	\$ 103.59
Research Assistant II	\$ 91.91
Research Assistant I	\$ 81.83
Research Associate	\$ 55.77

5. Family Educational Rights and Privacy Act (FERPA)

In the event that any future third party evaluator project includes the review of student information and education records, the following provisions I.5.(a) through I.5.xi shall be completed and included as a part of the SOW:

- (a) CNA agrees that certain student information and education records, (“Education Records”), in whole or in part, that include personally identifiable information (PII) are subject to the guidelines provided in Section 34 C.F.R. §§ 99.1 et seq. of the Federal Regulations adopted pursuant to the Family Educational

Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and CNA agrees that it will utilize such Education Records only to perform the services required by this Agreement and for no other purpose. To ensure that BOR has direct control over CNA's use and maintenance of Education Records consistent with FERPA, the parties hereby agree as follows:

- i. BOR agrees to allow CNA access only to those portions of Education Records for which CNA has a legitimate educational interest and solely for the purpose of completing the work outlined in the Contract. Specifically, access shall be limited to the following:

- ii. CNA agrees and acknowledges that Education Records are protected by and subject to the requirements of FERPA. CNA shall keep such Education Records strictly confidential and recognizes that it shall not re-disclose such Education Records without the express written consent of the BOR. Further, CNA agrees that it will remain current with applicable FERPA requirements.
- iii. CNA agrees to access and use the Education Records solely for the purpose of completing the tasks agreed to in the Agreement, and that all reports, data, studies, and analyses created by CNA pursuant to the Agreement are the sole property of BOR and will not be disclosed by CNA to anyone but BOR.
- iv. CNA agrees that BOR must fully comply with the requirements of FERPA. Therefore, BOR reserves the right to refuse to disclose records when BOR deems such disclosure may violate the requirements of FERPA and its regulations. CNA agrees that its use and access to Education Records is within the BOR's sole discretion and that BOR shall completely control CNA's use of and access to such records;

CNA expressly agrees to:

- 1) Limit access to the Education Records to CNA employees who have a legitimate educational interest in the information and identify those individuals.
 - 2) Prohibit disclosure of Education Records.
 - 3) Require all of its subcontractors and agents that receive, use or have access to the Education Records to implement reasonable and appropriate security safeguards to protect Education Records and make those subcontractors agreements available for review upon request.
 - 4) Return to BOR all confidential information and destroy Education Records under its control at the termination or expiration of the contract.
- v. CNA agrees to implement and maintain a comprehensive data-security program for the protection of Education Records disclosed pursuant to the Agreement. CNA agrees that its data security program shall be consistent with and comply with standards no less rigorous than those set forth in all applicable federal and state laws, regulations, and business guidance issued by the Department of Education and Federal Trade Commission to protect data from unauthorized access, destruction, use, modification or disclosure. Such data security program shall include, but not be limited to the following:
- 1) A security policy for employees related to the storage, access and transportation of data containing Education Records;
 - 2) Reasonable restrictions on access to records containing Education Records, 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 Education Records, including but not limited to passwords and encryption techniques, to preserve the confidentiality and integrity of all Education Records; and,
 - 5) Prohibiting any downloading or storage of Education Records to individual user desktops, mobile or storage devices.
- vi. CNA names the following individual as the custodian of Education Records: _____
- vii. CNA agrees that it shall comply with the requirements of FERPA and its regulations regarding the destruction and disclosure of student information. CNA agrees to destroy all Education Records obtained from the above-referenced education records as soon as all analysis has been performed, or when the information is no longer needed, whichever date comes first. CNA agrees that all versions of such information and data, electronic, paper, or otherwise, will be destroyed pursuant to Department of Defense data destruction standards, not to include the physical destruction of the hard drives, and that CNA will provide BOR with written confirmation of the destruction of the data. CNA agrees it will not share, sell, rent, use or disclose Education Records with or to any third parties without the express written consent of BOR.
- viii. In the event of a data breach, CNA shall promptly notify BOR of such breach. The parties agree that a data breach shall (i) have occurred upon any actual, probable, or reasonably suspected misuse, compromise or unauthorized access of Education Records; or (ii) presumably occurred upon discovery of a physical trespass of a secure area, electronic systems intrusion or hacking, loss or theft of notebook, desktop or other electronic mobile device, hard drive or information storage device, loss or theft of printed materials, receipt of complaint of violation of privacy policies.
- 1) BOR reserves the right to immediately suspend data transmission between the parties in the event of a breach until CNA can demonstrate that it has remedied the cause of the breach.
 - 2) BOR reserves the right to investigate or require CNA to conduct an investigation and report of the breach, at its own expense.
 - 3) BOR reserves the right to manage and mitigate the impact of any breach; however, CNA shall be solely responsible for any costs associated with a breach, including those related to managing and mitigating the impact of such breach.
- ix. BOR reserves the right to monitor CNA to affirm that CNA has the appropriate policies and practices in place to ensure the protection of Education Records. BOR reserves the right to perform audits at its expense to the extent necessary to ensure compliance with the terms of this agreement. CNA agrees to cooperate in the performance of such audits.
- x. If required to disclose Education Records by law, CNA shall immediately provide BOR notice so that BOR may seek a protective order.
- xi. These provisions shall survive the termination, cancellation or expiration of the contract.

6. Notice

All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmittal by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper, address as follows:

If to the BOR: Shelly Jewell, Director, Office of Sponsored Programs*
Connecticut State Colleges and Universities
Board of Regents for Higher Education
61 Woodland Street
Hartford, CT 06105

If to the Contractor: Nicholas W. Hunter, Director, Contracts and Procurement*
The CNA Corporation
4825 Mark Center Drive
Alexandria, VA 22311

Note: * Either party may change its Notice information by giving written notice in accordance with this section.

7. Agreement Availability

This contract may be extended to Central, Eastern, Southern, and Western Connecticut State Universities, Charter Oak State College, and the University of Connecticut. The use of this award is voluntary and is contingent upon acceptance by the Contractor.

SECTION II - INVOICING AND PAYMENTS

1. State Liability

The State of Connecticut and the State Contracting Agency ("State" or "BOR" or "Agency") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

2. Total Contract Not to Exceed

The BOR shall pay the Contractor a total sum not to exceed \$1,500,000.00 for services performed under this agreement.

3. Invoicing and Payment

(a) Invoices shall be submitted on a quarterly basis unless otherwise specified in the SOW. Invoices shall include a description of completed deliverables, the consultant level that provided the service and the amount of time spent executing each deliverable. The BOR shall review, confirm and approve all status reports and invoices prior to payment being made.

(b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the BOR to the Contractor within 45 days after receipt of properly executed and approved invoices.

SECTION III - OTHER TERMS AND CONDITIONS

1. Claims Against The State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim 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 further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

3. Sovereign Immunity:

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

4. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action

against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5. Termination:

- (a) Notwithstanding any provisions in this contract, the Agency, through a duly authorized employee, may terminate the contract whenever the Agency makes a written determination that such termination is in the best interests of the State. The Agency shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the contract, the Agency may withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The Agency shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all Agency all records. The records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Agency for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Agency directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the Agency in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement Contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all records and other information pertaining to its performance, and remove from State premises,

- whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
 - (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
 - (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

6. Nondiscrimination:

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any 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" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 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 or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of

race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by

the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these orders to the Contractor.

8. Contracting with State Employees or Related Family/Business

Section 1-84 (i) of the Connecticut General Statutes prohibits the Agency to engage in contracts over \$100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's

duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. § 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. § 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

9. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. § 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.

10. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

11. Professional Standards:

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

12. Confidential Information

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

13. SEEC:

For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Notice below.

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

14. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

15. Entire Agreement:

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

ACCEPTANCES AND APPROVALS

By the Contractor (Documentation granting authorization to sign must be attached).

Are you currently a State Employee or Related Family / Business (see Sec.III.8)? Yes No

The CNA Corporation

Contractor (Corporate/Legal Name of Contractor)

Nicholas W. Hunter

11/3/2014

Signature (Authorized Official)

Date

NICHOLAS W. HUNTER, DIRECTOR, CAG
(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency

Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b

Board of Regents for Higher Education

Contracting Agency Name

Erika Steiner

11/18/14

Signature (Authorized Official)

Date

Erika Steiner, Chief Financial Officer
(Typed/Printed Name and Title of Authorized Official)

By the Connecticut Attorney General (approved as to form)

Joseph Rubin

11/25/14

Signature

Date

Joseph Rubin
(Typed/Printed Name)

~~Assistant~~ / Associate Attorney General



CERTIFICATE OF AUTHORITY

I, Robert J. Murray, President , CEO of the CNA Corporation, a corporation organized under the laws of the Commonwealth of Virginia; hereby certify that the following is true of a resolution adopted at a meeting of the President, Chief Executive Officer, and Chief Financial Officer, of said Company duly held on the 10th day of October, 2009.

RESOLVED that Nicholas W. Hunter is hereby authorized to make, execute, and approve on behalf of this Company any and all contracts and to execute and approve on behalf of this Company.

AND I DO FURTHER CERTIFY that the above resolution has not been in any Way altered, amended, or repealed, and is now in full force and effect.

If the Company has a seal:

IN WITNESS WHEREOF, I have hereunto affixed my signature and the corporate Seal of the corporation this 13th day of November, 2014.


Robert J. Murray President & Chief Executive Officer

(Corporate Seal)

Witness, I Sherri Goodman, am the Corporate Secretary, and hereby attest to the fact that Nicholas W. Hunter, Director, Contracts and Procurement is authorized to sign contract(s) and hereby attest to the fact that the governing body of the corporation has adopted a resolution October 10, 2009 authorizing Nicholas W. Hunter to sign contract(s) on behalf of the CNA Corporation, which resolution remains in full force and effect.


Sherri Goodman General Counsel and Corporate Secretary



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

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am DIRECTOR, CAP of THE CNA CORPORATION an entity
Signatory's Title Name of Entity

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

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

THE CNA CORPORATION and that THE CNA CORPORATION
Name of Entity Name of Entity

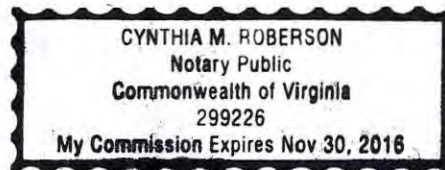
has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Nicholas W. Hunter
Authorized Signatory
Nicholas W. Hunter
Printed Name

Sworn and subscribed to before me on this 3rd day of NOVEMBER, 2014.

[Signature]
Commissioner of the Superior Court/
Notary Public

November 30, 2014
Commission Expiration Date





STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

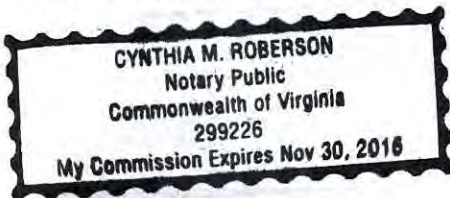
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

THE CNA CORPORATION
Printed Contractor Name

NICHOLAS W. HUNTER
Printed Name of Authorized Official

Nicholas W. Hunter
Signature of Authorized Official

Subscribed and acknowledged before me this 3rd day of NOVEMBER, 2014.



[Signature]
Commissioner of the Superior Court (or Notary Public)
November 30, 2016
My Commission Expires



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

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

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

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

The CNA Corporation
Contractor Name

Board of Regents for Higher Education
On Behalf of the Community Technical Colleges
Awarding State Agency

Erika Steiner
State Agency Official or Employee Signature

11/18/14
Date

Erika Steiner
Printed Name

Chief Financial Officer
Title

Sworn and subscribed before me on this 18th day of November, 2014.

Rosalie S. Zetter
Commissioner of the Superior Court
or Notary Public

5/31/2017
My Commission Expires



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

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

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

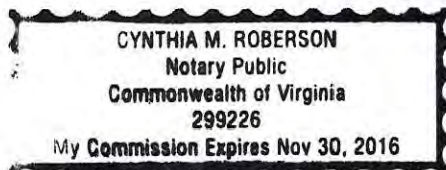
Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

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

<u>THE CNA CORPORATION</u> Printed Name of Bidder or Contractor	<u>Nicholas W. Hunter</u> Signature of Principal or Key Personnel	<u>11/3/2014</u> Date
	<u>NICHOLAS W. HUNTER</u> Printed Name (of above)	<u>BOARD OF REGENTS FOR HIGHER EDUCATION</u> Awarding State Agency

Sworn and subscribed before me on this 3rd day of NOVEMBER, 2014.



[Signature]
Commissioner of the Superior Court
or Notary Public
November 30, 2016
My Commission Expires



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Nicholas W. Hunter
Signature Date 11/3/2014
NICHOLAS W. HUNTER
Printed Name DIRECTOR, CAP
Title
THE CNA CORPORATION
Firm or Corporation (if applicable)
3003 WASHINGTON BLVD
Street Address ARLINGTON VA 22201
City State Zip

BOARD OF REGENTS FOR HIGHER EDUCATION
Awarding State Agency



STATE OF CONNECTICUT

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

Respondent Name: THE CNA CORPORATION

INSTRUCTIONS:

CHECK ONE: [X] Initial Certification. [] Amendment or renewal.

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

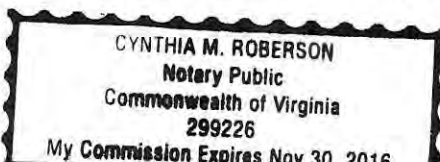
- [X] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
[] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

THE CNA CORPORATION
Printed Respondent Name
Nicholas W. Hunter
Signature of Authorized Official

NICHOLAS W. HUNTER
Printed Name of Authorized Official

Subscribed and acknowledged before me this 3rd day of November, 2014.



[Signature]
Commissioner of the Superior Court (or Notary Public)
November 20, 2016
My Commission Expires