

Guidelines for State Agencies for Usage of Contract

This Contract represents a multiple award to those Contractors that have successfully met and or exceeded the selection criteria.

Exhibit A indicates a description of each position offered under this contract and all other applicable terms and conditions.

Exhibit B identifies the pricing structures by position offered in each of the 8 state counties.

Agencies are required to look to the lowest cost provider first. If the Contractor is DAS Certified Small and/or Minority Businesses, the agency should select that provider. If the provider is not DAS Certified Small and/or Minority Businesses the agency should make a business decision of either using that provider or meeting the agency set-aside goals and going to the next lowest SBE or MBE provider.

DAS Certified Small and/or Minority Businesses have been so noted within the Contract Award document

Should the Contractor be unable to respond to the Client Agency's request to Perform within a timeframe set by the Client Agency, the next Contractor with the next lowest overall cost will be contacted and the process repeated.

CONTRACT AWARD
SP-38 - Rev. 11/14/19
Prev. Rev. 10/23/19

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0248

Contract Award Date:

1 January 2020

Bid Due Date:

12 November 2019

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Temporary Employment for office service positions**

FOR: **All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations**

TERM OF CONTRACT: **January 1, 2020 through December 31, 2024**

AGENCY REQUISITION NUMBER:

IN STATE (Non-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Action Careers, Inc.**

Company Address: **221 Main Street, Hartford, CT 06106**

Contact Person: **Laura A. Marriner**

Tel. No.: **860 525 3100**

Company/Contact Person Email Address: **LMarriner@aol.com**

Company Web Site: **tempsourcect.com**

Delivery: **AS SPECIFIED**

Certification Type (SBE, MBE or None): **SBE/MBE**

Contract Value: **\$ 900,000.00 Estimated**

Prompt Payment Terms: **N/A**

Agrees to Supply Political SubDivisions: **YES**

Company Name: **Diskriter, Inc.**

Company Address: **2840 Library Road, Suite 300, Pittsburgh, PA 15234**

Contact Person: **Laveena Yadav**

Tel. No.: **800-242-1622**

Company/Contact Person Email Address: **solutions@diskriter.com**

Company Web Site: **www.diskriter.com**

Delivery: **AS SPECIFIED**

Certification Type (SBE, MBE or None): **N/A**

Contract Value: **\$ 900,000.00 Estimated**

Prompt Payment Terms: **N/A**

Agrees to Supply Political SubDivisions: **YES**

Company Name: **Hallmark Totaltech, Inc.,**

Company Address: **35 Cold Spring Road - Suite 322, Rocky Hill, CT 06067**

Contact Person: **Andrew Pulvermacher**

Tel. No.: **(860) 529-7500**

Company/Contact Person Email Address: **aparker@hallmarkjobs.com**

Company Web Site: **www.hallmarkjobs.com**

Delivery: **AS SPECIFIED**

Certification Type (SBE, MBE or None): **SBE/MBE**

Contract Value: **\$ 900,000.00 Estimated**

Prompt Payment Terms: **N/A**

Agrees to Supply Political SubDivisions: **YES**

Company Name: **JobPro Temporary Services, Inc.**

Company Address: **36 Main Street, East Hartford, CT 06118**

Contact Person: **Jennifer Beck Manzotti**

Company/Contact Person Email Address: **jbeck@job-pro.com**

Company Web Site: **http://www.jobproworks.com**

Certification Type (SBE, MBE or None): **N/A**

Prompt Payment Terms: **N/A**

Tel. No.: **(860) 282-2002**

Delivery: **AS SPECIFIED**

Contract Value: **\$ 900,000.00 Estimated**

Agrees to Supply Political SubDivisions: **YES**

Company Name: **Mazene, Inc.**

Company Address: **160 Broad Street, Middletown, CT 06457**

Contact Person: **Laura M. Pedersen**

Company/Contact Person Email Address: **laura@armazzotta.com**

Company Web Site: **http://www.armazzotta.com**

Certification Type (SBE, MBE or None): **SBE/MBE**

Prompt Payment Terms: **N/A**

Tel. No.: **(860) 347-1626**

Delivery: **AS SPECIFIED**

Contract Value: **\$ 900,000.00 Estimated**

Agrees to Supply Political SubDivisions: **YES**

The signature below by the DAS Procurement Director is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

(Original Signature on Document in Procurement Files)

Name: **CAROL WILSON**

Title: Procurement Director

Date:

CONTRACT #19PSX0248

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

**Action Careers, Inc., Diskriter, Inc. Hallmark Totaltech, Inc., JobPro Temporary Services, Inc.
and Mazene, Inc.**

TEMPORARY EMPLOYMENT FOR OFFICE SERVICE POSITIONS

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Carol Wilson, its Procurement Director, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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2. Term of Contract; Contract Extension. The Contract will be in effect from January 1, 2020 through December 31, 2024.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing:
 - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
 - (d) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the

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requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the

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State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS 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 DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice,

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undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client 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 either DAS or the Client 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 DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client 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 DAS or the Client Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS 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 DAS.
10. **Cost Modifications.** The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

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11. **Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such 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 DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. **Waiver.**
 - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. **Open Market Purchases.** Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.
14. **Purchase Orders.**
 - (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
 - (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

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- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (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 other person or entity 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 DAS all in an electronic format acceptable to DAS 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 DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of

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the Effective Date during the Contract Term. 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.

16. 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.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

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20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. **Goods Inspection.** The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. **Emergency Standby for Goods and/or Services.** If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. **Setoff.** In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other

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agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract 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 provision of law; (2) any order of any court or 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) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, 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. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft,

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- forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
 - (k) their participation in the Invitation to Bid process 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 Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
 - (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
 - (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
 - (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
 - (q) they owe no unemployment compensation contributions;

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- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

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- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after

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becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, 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, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance

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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

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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.

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

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- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

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Attention: Lynn Peccerillo-Hills

If to the Contractor:

At the address set forth on Form SP-38.

37. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to

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“Contractor” shall also be deemed to include “Contractor Parties,” as if such reference had originally specifically included “Contractor Parties” since it is the parties’ intent for the terms “Contractor Parties” to be vested with the same respective rights and obligations as the term “Contractor.”

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS’s satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS’s written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

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- (d) The Contractor will 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 Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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 in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

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- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
- (c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, 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 that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

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All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State

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of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Health Insurance Portability and Accountability Act of 1996.
- (a) The Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Contractor shall comply with all terms and conditions of this Section of the Contract.
 - (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 Contract 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 Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The Contractor and the Client Agency 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 herein as the "HIPAA Standards").
 - (f) Definitions:
 - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Client Agency.

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- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean 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" shall have 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" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean 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 agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to 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 Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of

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electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (4) Business Associate agrees to 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 Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to 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 agrees to 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 permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to 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 agrees to 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 thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, 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 thereunder. Business Associate agrees at the Covered Entity's direction to 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 thereunder.

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- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to 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) In the event that 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 agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do 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 Contract 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) The Business Associate agrees that, 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 Contract, any breach of Unsecured protected health information, or any Security Incident, it 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 Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case 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 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 agrees to include in the notification to the Covered Entity at least the following information:

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1. A description of what happened, including 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 actually acquired or viewed.
 2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
 4. 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.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has 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 agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, 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, as defined in 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 agrees to provide appropriate staffing and have established 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. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.
- (G) Business Associate agrees that, in the event of a Breach, it has the burden to 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 Contract, Business Associate may use or disclose PHI to perform

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functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, 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 Contract, 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 Contract, 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 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 Contract, 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 limitation 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, to the extent that 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 Contract.

(K) Term and Termination.

- (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in

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accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or 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) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:

- (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract 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 Contract; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract 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 Contract, upon termination of this Contract, 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 also provide the information collected in accordance with section (g)(10) of this Section of the Contract 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 retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to 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 Contract to such PHI 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 thereof.

(L) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered

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Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).

- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract 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).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract 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 Contract 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 any and 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), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, 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 Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State

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concerning the confidentiality of Confidential Information. 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 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 DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, 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 in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall

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become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Reserved.

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1. DESCRIPTION OF GOODS AND SERVICES:

- (a) **Positions:** Contractor shall provide temporary employment for office positions. See Schedule 1 for position descriptions and requirements.

Services performed under this Contract cannot violate any established union contract between the State and State employees.

- (b) **Working Hours:** Payment will be made for actual hours worked. Payment for holidays observed by the State, any non-working time as the result of early dismissal by the State due to weather or any other situation will not be covered.

Normal working hours are 8:30 a.m. - 4:30 p.m., Monday through Friday or in accordance with the standard first shift schedule of the Client Agency.

Contractor must receive written approval from the Client Agency prior to working overtime. Overtime is at the discretion of the Client Agency.

If the Client Agency authorizes overtime, overtime will be paid at 1-1/2 times the contracted rate for any time worked over forty (40) hours in one work week.

- (c) **Wages:** If Contractor proposes minimum wage rates for any position, and the minimum wage increases during the term of the Contract, Contractor and the Client Agency shall pay current minimum wage for Services provided.

- (d) **Client Agency Responsibility:** The Client Agency shall:

1. Interview any potential candidate for temporary placement to determine the candidate's ability to perform the required Services, at its discretion.
2. Provide all necessary supplies, equipment and work space for the temporary personnel.
3. Pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified Services.
4. May accept or reject any temporary service individual provided by the Contractor at any time with or without cause.
5. Not request services for longer than six (6) months in duration per fiscal year for any one single position.

- (e) **Contractor's Responsibility:** Contractor shall supply sufficient, competent, reliable, and properly licensed or certified or both personnel to provide adequate and satisfactory services as required under this Contract.

In cases where special licenses, accreditations, certifications or permits are required by State, Federal and/or Local law, statute or regulation for an employee to perform services of specified job

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descriptions, Contractor shall provide current copies of such licenses, accreditations, certifications and permits upon Client Agency's request. Contractor shall maintain all applicable licenses, accreditations, certifications and permits during the term of this Contract. Contractor shall immediately notify the Client Agency by written notice in the event any of its employees' licenses, accreditations, certifications or permits are revoked, expired or suspended.

Contractor shall provide references, resumes, and test scores for individual temporary service employees to Client Agency upon request. Contractor shall terminate an employee upon the request of the Client Agency.

The Contractor shall provide a replacement for any temporary individual rejected by a Client Agency as requested by the Client Agency. If there are problems with the replacement temporary service employee, the Client Agency may seek services from another contractor.

Contractor shall submit a weekly invoice to the Client Agency and shall include on each invoice the following:

1. Name of Contractor;
2. Contractor Federal Tax Identification Number or Social Security Number;
3. Client Agency's Purchase Order Number;
4. Temporary Services Personnel Name;
5. Actual hours worked/billed; and
6. Signed time sheet.

Contractor is solely responsible for the payment of all salaries, wages, bonuses, Social Security, workers' compensation, taxes, Federal and State unemployment insurance, liability and worker's compensation insurance or any other employee benefits, and any and all taxes related to personnel.

Contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining laws.

Contractor shall not charge for travel time, mileage charges, parking fees, ancillary fees and miscellaneous expenses.

- (f) Background Check:** In addition to Section 44 of the Contract, Contractor shall be responsible for prescreening and completing background checks on all candidates assigned under this Contract.

2. ADDITIONAL TERMS AND CONDITIONS:

- (a) Contract Separately/Additional Savings Opportunities:** DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost

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savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

- (b) Mandatory Extension to State Entities:** Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-divisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.
- (c) Subcontractors:** DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.
- (d) Business Associate:** The Contractor is a Business Associate for purposes of HIPAA.
- (e) Performance Monitoring:** Throughout the term of this Contract, Client Agency and DAS will monitor the Performance of the Contractor. The Client Agency shall report to DAS and the Contractor if breach or poor performance is found. All data collected will be saved to the Contract file and DAS shall use such data to determine whether the Contractor is qualified for future bids or proposal evaluations or both.
- (f) Security and/or Property Entrance Policies and Procedures:** Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.
- (g) Department of Correction Requirements for Contractors who Perform at a Correctional Facility**
 - (1) Facility Admittance
 - (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
 - (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

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1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

- (A) Restricted Areas

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All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof,

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or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
 3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

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(h) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
 - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or

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- other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
- (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
- (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
- (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

BRADLEY INTERNATIONAL AIRPORT AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;

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4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials
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Company Mailing Address	Print Full Name
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City, State, Zip	Title
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Phone Number(s)	Fax No.	E-Mail Address
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- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.

Position Titles	Contractor	SBE/MBE	Fairfield	Hartford	Litchfield	Middlesex	New Haven	New	Tolland	Windham
			County	County	County	County	Haven	London	County	County
			Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	County	County	County	County
1 Administrative Positions										
a Administrative Assistant	Diskriter, Inc.	NA	\$22.89	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95
	JobPro Temporary Services, Inc.	NA	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12
	Mazene, Inc.	SBE/MBE	\$24.66	\$23.30	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80
	Hallmark Totaltech, Inc.	SBE/MBE	\$22.75	\$22.75	\$22.75	\$23.89	\$23.89	\$23.32	\$22.75	\$23.89
	Action Careers, Inc.	SBE/MBE	no bid	\$25.95	\$25.95	\$25.95	\$25.95	no bid	\$25.95	\$25.95
b Clerk	Diskriter, Inc.	NA	\$17.36	\$15.52	\$15.52	\$15.52	\$15.52	\$15.52	\$15.52	\$15.52
	JobPro Temporary Services, Inc.	NA	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98
	Mazene, Inc.	SBE/MBE	\$17.81	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80
	Hallmark Totaltech, Inc.	SBE/MBE	\$19.88	\$19.88	\$19.88	\$20.87	\$20.87	\$20.38	\$19.88	\$20.87
	Action Careers, Inc.	SBE/MBE	no bid	\$18.95	\$18.95	\$18.95	\$18.95	no bid	\$18.95	\$18.95
c Clerk Typist	JobPro Temporary Services, Inc.	NA	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38
	Diskriter, Inc.	NA	\$19.35	\$17.45	\$17.45	\$17.45	\$17.45	\$17.45	\$17.45	\$17.45
	Mazene, Inc.	SBE/MBE	\$20.55	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20
	Action Careers, Inc.	SBE/MBE	no bid	\$19.95	\$19.95	\$19.95	\$19.95	no bid	\$19.95	\$19.95
	Hallmark Totaltech, Inc.	SBE/MBE	\$21.50	\$21.50	\$21.50	\$22.58	\$22.58	\$22.04	\$21.50	\$22.58
d Data Entry Operator	Diskriter, Inc.	NA	\$19.07	\$16.63	\$16.63	\$16.63	\$16.63	\$16.63	\$16.63	\$16.63
	JobPro Temporary Services, Inc.	NA	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38
	Mazene, Inc.	SBE/MBE	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60
	Hallmark Totaltech, Inc.		\$19.50	\$19.50	\$20.48	\$20.48	\$19.99	\$19.50	\$20.48	
	Action Careers, Inc.		no bid	\$21.95	\$21.95	\$21.95	\$21.95	no bid	\$21.95	\$21.95
e Executive Secretary	Diskriter, Inc.	NA	\$28.10	\$22.91	\$22.91	\$22.91	\$22.91	\$22.91	\$22.91	\$22.91
	JobPro Temporary Services, Inc.	NA	\$25.20	\$25.20	\$25.20	\$25.20	\$25.20	\$25.20	\$25.20	\$25.20
	Mazene, Inc.	SBE/MBE	\$28.80	\$28.80	\$28.80	\$28.80	\$28.80	\$28.80	\$28.80	\$28.80
	Hallmark Totaltech, Inc.	SBE/MBE	\$27.50	\$27.50	\$27.50	\$28.88	\$28.88	\$28.19	\$27.50	\$28.88
	Action Careers, Inc.	SBE/MBE	no bid	\$31.95	\$31.95	\$31.95	\$31.95	no bid	\$31.95	\$31.95
f Office Assistant	Diskriter, Inc.	NA	\$20.77	\$16.96	\$16.96	\$16.96	\$16.96	\$16.96	\$16.96	\$16.96
	JobPro Temporary Services, Inc.	NA	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38	\$17.38
	Mazene, Inc.	SBE/MBE	\$19.18	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
	Hallmark Totaltech, Inc.	SBE/MBE	\$21.75	\$21.75	\$21.75	\$22.84	\$22.84	\$22.29	\$21.75	\$22.84
	Action Careers, Inc.	SBE/MBE	no bid	\$21.95	\$21.95	\$21.95	\$21.95	no bid	\$21.95	\$21.95
g Secretary	Diskriter, Inc.	NA	\$23.80	\$20.05	\$20.05	\$20.05	\$20.05	\$20.05	\$20.05	\$20.05
	JobPro Temporary Services, Inc.	NA	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12
	Mazene, Inc.	SBE/MBE	\$23.30	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60
	Hallmark Totaltech, Inc.	SBE/MBE	\$23.75	\$23.75	\$23.75	\$24.94	\$24.94	\$24.34	\$23.75	\$24.94
	Action Careers, Inc.	SBE/MBE	no bid	\$23.95	\$23.95	\$23.95	\$23.95	no bid	\$23.95	\$23.95
2 Financial Positions										
a Accountant	JobPro Temporary Services, Inc.	NA	\$32.30	\$32.30	\$32.30	\$32.30	\$32.30	\$32.30	\$32.30	\$32.30
	Diskriter, Inc.	NA	\$35.51	\$31.14	\$31.14	\$31.14	\$31.14	\$31.14	\$31.14	\$31.14
	Mazene, Inc.	SBE/MBE	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
	Action Careers, Inc.	SBE/MBE	no bid	\$33.95	\$33.95	\$33.95	\$33.95	no bid	\$33.95	\$33.95
	Hallmark Totaltech, Inc.	SBE/MBE	\$36.00	\$36.00	\$36.00	\$37.80	\$37.80	\$36.90	\$36.00	\$37.80
b Financial Clerk	Diskriter, Inc.	NA	\$24.68	\$20.69	\$20.69	\$20.69	\$20.69	\$20.69	\$20.69	\$20.69
	JobPro Temporary Services, Inc.	NA	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12
	Mazene, Inc.	SBE/MBE	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80
	Action Careers, Inc.	SBE/MBE	no bid	\$25.95	\$25.95	\$25.95	\$25.95	no bid	\$25.95	\$25.95
	Hallmark Totaltech, Inc.	SBE/MBE	\$25.50	\$25.50	\$25.50	\$26.78	\$26.78	\$26.14	\$25.50	\$26.78
3 Technical Positions (non computer, trade or medical related)										
a Mail Handler	Mazene, Inc.	SBE/MBE	\$15.96	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
	Diskriter, Inc.	NA	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80
	JobPro Temporary Services, Inc.	NA	\$17.35	\$15.82	\$15.82	\$15.82	\$15.82	\$15.82	\$15.82	\$15.82
	Hallmark Totaltech, Inc.	SBE/MBE	\$19.25	\$19.25	\$19.25	\$20.21	\$20.21	\$19.73	\$19.25	\$20.21
	Action Careers, Inc.	SBE/MBE	no bid	\$19.95	\$19.95	\$19.95	\$19.95	no bid	\$19.95	\$19.95
b Print Shop Quality Control Officer	Mazene, Inc.	SBE/MBE	\$16.95	\$16.65	\$16.65	\$16.65	\$16.65	\$16.65	\$16.65	\$16.65
	Diskriter, Inc.	NA	\$20.84	\$17.96	\$17.96	\$17.96	\$17.96	\$17.96	\$17.96	\$17.96
	JobPro Temporary Services, Inc.	NA	\$17.99	\$17.99	\$17.99	\$17.99	\$17.99	\$17.99	\$17.99	\$17.99
	Hallmark Totaltech, Inc.	SBE/MBE	\$21.00	\$21.00	\$21.00	\$22.05	\$22.05	\$21.53	\$21.00	\$22.05
	Action Careers, Inc.	SBE/MBE	no bid	\$22.95	\$22.95	\$22.95	\$22.95	no bid	\$22.95	\$22.95
4 Library Services										
a Library Technical Assistant - Paraprofessional I	JobPro Temporary Services, Inc.	NA	\$19.74	\$19.74	\$19.74	\$19.74	\$19.74	\$19.74	\$19.74	\$19.74
	Mazene, Inc.	SBE/MBE	\$20.00	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95
	Diskriter, Inc.	NA	\$23.73	\$20.69	\$20.69	\$20.69	\$20.69	\$20.69	\$20.69	\$20.69
	Hallmark Totaltech, Inc.	SBE/MBE	\$25.50	\$25.50	\$25.50	\$26.78	\$26.78	\$26.14	\$25.50	\$26.78
b Library Technician - Paraprofessional II	JobPro Temporary Services, Inc.	NA	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12	\$21.12
	Mazene, Inc.	SBE/MBE	\$21.75	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60
	Diskriter, Inc.	NA	\$25.35	\$22.51	\$22.51	\$22.51	\$22.51	\$22.51	\$22.51	\$22.51
	Hallmark Totaltech, Inc.	SBE/MBE	\$27.00	\$27.00	\$27.00	\$28.35	\$28.35	\$27.68	\$27.00	\$28.35

DELIVERY: n/a
PROMPT PAYMENT TERMS: n/a

Position Titles	Contractor	SBE/MBE	Fairfield	Hartford	Litchfield	Middlesex	New Haven	New	Tolland	Windham
			County	County	County	County	Haven	London	County	County
			Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	County	County	County
c Librarian I - Professional I	JobPro Temporary Services, Inc.	NA	\$24.68	\$24.68	\$24.68	\$24.68	\$24.68	\$24.68	\$24.68	\$24.68
	Diskriter, Inc.	NA	\$28.08	\$28.08	\$28.08	\$28.08	\$28.08	\$28.08	\$28.08	\$28.08
	Mazene, Inc.	SBE/MBE	\$26.50	\$26.40	\$26.40	\$26.40	\$26.40	\$26.40	\$26.40	\$26.40
	Hallmark Totaltech, Inc.	SBE/MBE	\$30.00	\$30.00	\$30.00	\$31.50	\$31.50	\$30.75	\$30.00	\$31.50
d Librarian II - Professional II	JobPro Temporary Services, Inc.	NA	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50
	Mazene, Inc.	SBE/MBE	\$30.60	\$29.80	\$29.80	\$29.80	\$29.80	\$29.80	\$29.80	\$29.80
	Diskriter, Inc.	NA	\$34.45	\$30.82	\$30.82	\$30.82	\$30.82	\$30.82	\$30.82	\$30.82
	Hallmark Totaltech, Inc.	SBE/MBE	\$34.00	\$34.00	\$34.00	\$35.70	\$35.70	\$34.85	\$34.00	\$35.70
e Consulting Librarian / Library Specialist	JobPro Temporary Services, Inc.	NA	\$32.90	\$32.90	\$32.90	\$32.90	\$32.90	\$32.90	\$32.90	\$32.90
	Diskriter, Inc.	NA	\$35.26	\$34.75	\$34.75	\$34.75	\$34.75	\$34.75	\$34.75	\$34.75
	Mazene, Inc.	SBE/MBE	\$36.80	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
	Hallmark Totaltech, Inc.	SBE/MBE	\$37.00	\$37.00	\$37.00	\$38.85	\$38.85	\$37.93	\$37.00	\$38.85
f Library Clerk	JobPro Temporary Services, Inc.	NA	\$18.33	\$18.33	\$18.33	\$18.33	\$18.33	\$18.33	\$18.33	\$18.33
	Mazene, Inc.	SBE/MBE	\$21.28	\$20.40	\$20.40	\$20.40	\$20.40	\$20.40	\$20.40	\$20.40
	Diskriter, Inc.	NA	\$23.41	\$20.52	\$20.52	\$20.52	\$20.52	\$20.52	\$20.52	\$20.52
	Hallmark Totaltech, Inc.	SBE/MBE	\$27.50	\$27.50	\$27.50	\$28.88	\$28.88	\$28.19	\$27.50	\$28.88
g Reference Librarian	JobPro Temporary Services, Inc.	NA	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50
	Diskriter, Inc.	NA	\$31.45	\$30.69	\$30.69	\$30.69	\$30.69	\$30.69	\$30.69	\$30.69
	Mazene, Inc.	SBE/MBE	\$34.00	\$33.50	\$33.50	\$33.50	\$33.50	\$33.50	\$33.50	\$33.50
	Hallmark Totaltech, Inc.	SBE/MBE	\$32.00	\$32.00	\$32.00	\$33.60	\$33.60	\$32.80	\$32.00	\$33.60
Legal Services										
a Paralegal / Paralegal Specialist I	JobPro Temporary Services, Inc.	NA	\$25.90	\$25.90	\$25.90	\$25.90	\$25.90	\$25.90	\$25.90	\$25.90
	Diskriter, Inc.	NA	\$31.53	\$25.86	\$25.86	\$25.86	\$25.86	\$25.86	\$25.86	\$25.86
	Mazene, Inc.	SBE/MBE	\$32.00	\$26.40	\$26.40	\$26.40	\$26.40	\$26.40	\$26.40	\$26.40
	Hallmark Totaltech, Inc.	SBE/MBE	\$30.75	\$30.75	\$30.75	\$32.29	\$32.29	\$31.52	\$30.75	\$32.29
	Action Careers, Inc.	SBE/MBE	no bid	\$33.95	\$33.95	\$33.95	\$33.95	no bid	\$33.95	\$33.95
b Legal Secretary/Specialized Legal	Mazene, Inc.	SBE/MBE	\$25.30	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
	JobPro Temporary Services, Inc.	NA	\$24.68	\$24.79	\$24.79	\$24.79	\$24.79	\$24.79	\$24.79	\$24.79
	Diskriter, Inc.	NA	\$28.40	\$24.75	\$24.75	\$24.75	\$24.75	\$24.75	\$24.75	\$24.75
	Hallmark Totaltech, Inc.	SBE/MBE	\$27.75	\$27.75	\$27.75	\$29.14	\$29.14	\$28.44	\$27.75	\$29.14
	Action Careers, Inc.	SBE/MBE	no bid	\$28.95	\$28.95	\$28.95	\$28.95	no bid	\$28.95	\$28.95
Miscellaneous Category										
a Telecommunications Operator	JobPro Temporary Services, Inc.	NA	\$19.16	\$19.16	\$19.16	\$19.16	\$19.16	\$19.16	\$19.16	\$19.16
	Diskriter, Inc.	NA	\$23.73	\$19.13	\$19.13	\$19.13	\$19.13	\$19.13	\$19.13	\$19.13
	Mazene, Inc.	SBE/MBE	\$21.75	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60
	Hallmark Totaltech, Inc.	SBE/MBE	\$20.25	\$20.25	\$20.25	\$21.26	\$21.26	\$20.76	\$20.25	\$21.26
	Action Careers, Inc.	SBE/MBE	no bid	\$22.95	\$22.95	\$22.95	\$22.95	no bid	\$22.95	\$22.95
b Medical Transcriptionist	Mazene, Inc.	SBE/MBE	\$22.61	\$21.28	\$21.28	\$21.28	\$21.28	\$21.28	\$21.28	\$21.28
	JobPro Temporary Services, Inc.	NA	\$23.78	\$23.78	\$23.78	\$23.78	\$23.78	\$23.78	\$23.78	\$23.78
	Diskriter, Inc.	NA	\$27.02	\$23.74	\$23.74	\$23.74	\$23.74	\$23.74	\$23.74	\$23.74
	Hallmark Totaltech, Inc.	SBE/MBE	\$25.80	\$25.80	\$25.80	\$27.09	\$27.09	\$26.45	\$25.80	\$27.09
	Action Careers, Inc.	SBE/MBE	no bid	\$26.95	\$26.95	\$26.95	\$26.95	no bid	\$26.95	\$26.95
c Data Processing Technical Analyst I	JobPro Temporary Services, Inc.	NA	\$30.34	\$30.34	\$30.34	\$30.34	\$30.34	\$30.34	\$30.34	\$30.34
	Mazene, Inc.	SBE/MBE	\$33.25	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
	Diskriter, Inc.	NA	\$35.35	\$30.29	\$30.29	\$30.29	\$30.29	\$30.29	\$30.29	\$30.29
	Hallmark Totaltech, Inc.	SBE/MBE	\$36.75	\$36.75	\$36.75	\$38.59	\$38.59	\$37.67	\$36.75	\$38.59
d Data Processing Technical Analyst II	Mazene, Inc.	SBE/MBE	\$37.30	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00
	JobPro Temporary Services, Inc.	NA	\$33.30	\$33.30	\$33.30	\$33.30	\$33.30	\$33.30	\$33.30	\$33.30
	Diskriter, Inc.	NA	\$41.91	\$33.25	\$33.25	\$33.25	\$33.25	\$33.25	\$33.25	\$33.25
	Hallmark Totaltech, Inc.	SBE/MBE	\$38.50	\$38.50	\$38.50	\$40.43	\$40.43	\$39.46	\$38.50	\$40.43
e Architectural Design Reviewer II	Mazene, Inc.	SBE/MBE	\$39.90	\$33.25	\$33.25	\$33.25	\$33.25	\$33.25	\$33.25	\$33.25
	JobPro Temporary Services, Inc.	NA	\$36.77	\$36.77	\$36.77	\$36.77	\$36.77	\$36.77	\$36.77	\$36.77
	Diskriter, Inc.	NA	\$44.78	\$36.71	\$36.71	\$36.71	\$36.71	\$36.71	\$36.71	\$36.71
	Hallmark Totaltech, Inc.	SBE/MBE	\$42.50	\$42.50	\$42.50	\$44.63	\$44.63	\$43.56	\$42.50	\$44.63

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Schedule 1 – Position Specifications & Requirements
ACCOUNTANT

ESSENTIAL REQUIREMENT OF WORK:

Accountable for independently performing a full range of tasks in professional accounting.

MINIMUM QUALIFICATIONS:

Knowledge of professional accounting principles and practices including some knowledge of governmental accounting and budgeting; interpersonal skills; oral communication skills; ability to prepare, analyze, and evaluate financial statements and other accounting record and reports; ability to analyze and evaluate accounting methods and procedures; ability to utilize EDP systems for financial management.

EXAMPLES OF DUTIES:

Records complex and compound journal entries; prepares balance sheets and financial statements involving multiple accounts; analyzes and interprets accounting records and reports; reviews expenditures and prepares or reviews financial statements; assists in budget management by compiling and reviewing agency managers' program budget proposals, preparing estimates and calculations of projected expenditures and quarterly allotments, and preparing monthly reports; monitors fiscal aspect of grant programs by preparing or reviewing financial reports, reviewing expenditures for compliance with grant contracts, providing technical assistance to grantees in maintaining accounting records; utilizes EDP systems for financial records, reports and analysis; in addition to professional accounting tasks, may supervise bookkeeping, accounts payable, and/or receivable functions, or other accounting-related Para-professional or clerical functions; performs related duties as required.

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Schedule 1 – Position Specifications & Requirements
FINANCIAL CLERK

ESSENTIAL REQUIREMENT OF WORK:

Accountable for the preparation and/or maintenance of payroll, agency accounts, financial statements, or other bookkeeping and record-keeping functions.

MINIMUM QUALIFICATIONS:

Knowledge of basic bookkeeping, accounting and financial record keeping procedures; some knowledge of payroll procedures, financial terminology, statements and budget preparation; ability to perform general clerical tasks; ability to operate a variety of office equipment which may include word processors, computer terminals, typewriters, calculation machines, cash registers, and check writing machines; basic interpersonal skills.

EXAMPLES OF DUTIES:

Assists in the preparation of payroll or independently prepares components of a payroll such as shift differential, holidays and overtime; maintains bookkeeping and other financial records; keeps cash journals and ledgers; assists in preparing financial statements and budgets; balances and reconciles accounts; reviews incoming bids for compliance with purchase orders; may prepare reports; may handle money and checks; performs related duties as required.

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Schedule 1 – Position Specifications & Requirements
MAIL HANDLER

ESSENTIAL REQUIREMENT OF WORK:

Accountable for independently performing the full range of tasks in the receipt, processing and distribution of mail.

MINIMUM QUALIFICATIONS:

Oral and written communication skills; some interpersonal skills; some mechanical ability to follow oral and written instructions; ability to perform basic arithmetic computations.

NOTE: Incumbents may be required to lift moderate to heavy weight.

EXAMPLES OF DUTIES:

Sorts, distributes, and routes incoming and interoffice mail; operates automatic postage application equipment, mail inserters, and weight scales; weighs and stamps postage, franked and metered mail; drives State vehicles in the delivery of U.S. and interagency mail. Picks up and delivers mail at the U.S. Post Offices; signs for insured, certified, registered, and special delivery mail; performs related duties as required.

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Schedule 1 – Position Specifications & Requirements

ADMINISTRATIVE ASSISTANT

ESSENTIAL REQUIREMENT OF WORK:

Accountable for independently providing both office administration and secretarial support for a major program. Focus on the job will be on administrative activities requiring an advanced level of accountability, problem-solving and interpersonal contacts.

EXAMPLES OF DUTIES:

- **TYPING:**

Using a typewriter, word processor, or other automated equipment, formats and types a full range of correspondence, reports, bills, drafts, etc. From rough draft, transcription, dictated notes, etc. Proofreads for content. Edits using knowledge of grammar, punctuation and spelling.

- **FILING:**

Designs office filing systems. Organizes and maintains files (including confidential files). Maintains, updates and reviews manuals and reference manuals.

- **CORRESPONDENCE:**

Composes complex letters/memoranda, etc. (e.g. explaining department practices/policies) for own or manager's signature.

- **REPORT-WRITING:**

Researches and assembles information from a variety of sources and prepares statistical and/or narrative reports. Analyzes the information and may make recommendations.

- **INTERPERSONAL:**

Acts for the manager by interpreting established policies and procedures, etc. Trouble-shoots by relieving the manager of as much administrative detail as possible. Acts for and regularly makes decisions in the manager's absence (within prescribed limits of authority).

- **PROCESSING:**

Screens letters, memos, reports, and other materials to determine action required. May make recommendations to the supervisor.

- **PERSONAL SECRETARY:**

Arranges and coordinates meetings (including space and equipment). Researches, assembles, and coordinates meeting materials (e.g. charts, graphs, reports). Writes minutes of meetings, lectures, conferences, etc., from rough draft. Takes notes using shorthand, speedwriting or machine transcription. Prepares expense accounts. Makes travel arrangements.

Schedule 1 – Position Specifications & Requirements

ADMINISTRATIVE ASSISTANT (continued)

• **OFFICE MANAGEMENT:**

Authorizes purchases and payments (within prescribed limits of authority). Develops input and prepares documentation for the office/department budget. Coordinates budget control and monitoring. Develops office/department procedural manuals. Assists in interviewing and hiring office support staff. Trains office support staff. May supervise office support staff. Performs related duties as required.

MINIMUM QUALIFICATIONS REQUIRED:

Considerable knowledge of office administration and management; considerable knowledge of proper grammar, punctuation and spelling; considerable knowledge of business communications; knowledge of business math; ability to operate office equipment which may include word processors, computer terminals, or other automated equipment; ability to take notes (shorthand, speedwriting or other method acceptable to the manager); ability to type at a net speed of 50 WPM; considerable interpersonal skills.

Schedule 1 – Position Specifications & Requirements

CLERK

ESSENTIAL REQUIREMENTS OF WORK:

Accountable for performing a wide variety of general clerical functions, including basic processing, reception, filing, record-keeping and bookkeeping. Typing may be required on a limited basis or without emphasis on speed, production and editing.

EXAMPLES OF DUTIES:

• **TYPING:**

Enters and retrieves data on computer terminals; types a variety of forms, cards, labels, envelopes, routine memos, etc.

• **FILING:**

Maintains logs; sets up and maintains records and files according to established procedures (e.g. alpha, numeric, or chronological order); searches files for information.

• **CORRESPONDENCE:**

Sends out standard form letters making minor revisions or additions.

• **REPORT WRITING:**

Compiles information from standard sources and prepares reports.

• **INTERPERSONAL:**

Answers phone, relays calls and takes messages; receives and directs visitors; handles routine requests for information or assistance over the telephone or in person (e.g. counter, reception/information desk).

• **PROCESSING:**

Xeroxes and collates materials; prepares routine forms and correspondence; receives, sorts and distributes mail; performs a variety of basic and repetitive processing tasks; (e.g. sorts, numbers and codes and files materials, reviews materials for accuracy and completeness (ensures categorical information completed as required), makes changes per instructions or as authorized, verifies information through cross-referencing of existing computer and/or manual files or inquiries by phone or form letter to senders or other work units; assists in or maintains inventory and orders supplies; performs related duties as required.

MINIMUM QUALIFICATIONS:

Some knowledge of grammar, spelling, punctuation; ability to perform basic clerical tasks such as coding, sorting, alphabetizing and numeric ordering; ability to follow oral and written instructions; filing ability; ability to operate office equipment; basic skills in performing arithmetic computations; basic interpersonal skills.

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Schedule 1 – Position Specifications & Requirements
CLERK TYPIST

ESSENTIAL REQUIREMENTS OF WORK:

Accountable for performing a wide variety of general clerical functions, including basic processing, reception, filing, record-keeping, bookkeeping and typing.

EXAMPLES OF DUTIES:

• **TYPING:**

Using a typewriter, word processor or other automated equipment, types a variety of materials from rough copy or dictating machine, including correspondence, memos, reports, forms applications, bills and other documents and records; reviews and corrects drafts for compliance with originals; enters and retrieves data on computer terminals.

• **FILING:**

Maintains logs; sets up and maintains records and files according to established procedures (e.g. alpha, numeric, or chronological order); searches files for information.

• **CORRESPONDENCE:**

Sends out standard form letters making minor revisions or additions.

• **REPORT WRITING:**

Compiles information from standard sources and prepares reports.

• **INTERPERSONAL:**

Answers phone, relays calls and takes messages; receives and directs visitors; handles routine requests for information, procedural guidelines or assistance over the telephone or in person (e.g. counter/reception/information desk).

• **PROCESSING:**

Receives, sorts, and distributes mail; performs a variety of basic processing tasks, e.g. sorts, numbers, codes and files materials, reviews materials for accuracy and completeness, (ensures categorical information completed as required), makes changes per instructions or as authorized, verifies information through cross-referencing of existing computer and/or manual files or inquiries by phone or form letter to sender or other work units; does routine posting to ledgers, account books or other records; receives payments for licenses, bills, applications, fines and fees, etc.; prepares, totals and balances receipts; prepares cash transmittal/deposit slips; types and prepares purchase requisitions, orders or billing invoices according to established procedures; assists in or maintains inventory and orders supplies; performs related duties as required.

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Schedule 1 – Position Specifications & Requirements

CLERK TYPIST (continued)

MINIMUM QUALIFICATIONS:

Knowledge of office procedures including proper telephone usage and filing; knowledge of spelling, punctuation and grammar; ability to operate office equipment which may include word processors, computer terminals or other automated equipment; skill in typing a variety of materials at a net speed of 40 WPM; ability to perform basic clerical tasks such as coding, sorting, alphabetizing, and numeric ordering; basic ability in written and oral expression; basic skills in performing arithmetic computations; basic interpersonal skills.

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Schedule 1 – Position Specifications & Requirements

DATA ENTRY OPERATOR

ESSENTIAL REQUIREMENT OF WORK:

This class is accountable for the operation of data entry equipment. At least seventy percent (70%) of the duties must involve machine use for entry of information.

NOTE: In a location without on-site technical supervision, may perform as an independent operator in work situations which involve a variety of repetitive and system prompted basic data entry functions.

EXAMPLES OF DUTIES:

Operates data entry equipment with alphabetic and numeric keyboard; enters, verifies, updates, corrects and retrieves information; enters information with speed and accuracy; keys in job parameters; may program data entry equipment; sets up equipment; may batch forms or prepare information for data entry or distribution; may code or correct coding of information; maintains files of source documents or storage media (i.e. cards); may keep incident reports or record of work completed; recognizes machine or operator errors and takes corrective action; may operate other data entry or related equipment as required; may instruct others in procedures and equipment operation; may perform clerical duties; performs related duties as required.

MINIMUM QUALIFICATIONS:

Ability to operate alphabetic and numeric cardpunch and data entry terminal and related equipment with considerable speed and accuracy; oral communication skills; clerical aptitude; ability to follow written and oral instruction.

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Schedule 1 – Position Specifications & Requirements

EXECUTIVE SECRETARY

ESSENTIAL REQUIREMENT OF WORK:

Provides secretarial support and office management to the head or assistant head of a superagency or to the head of a major organizational unit within a superagency or to an agency head.

EXAMPLES OF DUTIES:

Acts as confidential secretary to executive; takes and transcribes confidential correspondence from supervisor, at meetings or at hearings; types a wide variety of correspondence, shorthand notes, memorandums, drafts, transcripts, charts and forms, following proper format; prepares such for personal attention of supervisor; independently composes letters and reports; acts as receptionist, schedules appointments and arranges meetings' prepares expense accounts; maintains and checks records and files; may supervise office staff assigning work and following up to insure completion establishing work schedule, reviewing work, training new workers, interviewing applicants and resolving problems; may act as immediate supervisor's personal representative in dealing with public and in routine contacts with other State executives; performs special assignments, studies and routine administrative functions as specifically directed; screens incoming correspondence, refers to appropriate staff, and follows up to assure timely response; does related work as required.

MINIMUM QUALIFICATIONS:

Thorough knowledge of correct office procedures; thorough knowledge of English grammar, spelling and punctuation; ability to produce neat, properly formatted, typed copy at a net speed of not less than 50 WPM, ability to take complex dictation accurately at no less than 100 WPM, ability to deal effectively with supervisor, coworkers, and general public; ability to work independently on administrative tasks and to make decisions within the framework of departmental policies; ability to follow complex instructions; considerable verbal ability; supervisory ability.

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Schedule 1 – Position Specifications & Requirements
OFFICE ASSISTANT

ESSENTIAL REQUIREMENT OF WORK:

Accountable for performing a full range of general clerical functions or for carrying out responsibility for the flow and completion of clerical work in an assigned area.

EXAMPLES OF DUTIES:

• **TYPING:**

May type a variety of materials in relation to other duties or as assigned, enters and retrieves data on computer terminals.

• **FILING:**

Sets up and maintains office procedures, filing and indexing systems and forms for own use.

• **CORRESPONDENCE:**

Composes routine correspondence.

• **REPORT WRITING:**

Compiles and completes recurrent technical statistical or financial reports requiring judgment in the selection and presentation of data (format).

• **INTERPERSONAL:**

Provides general information and referral services in response to citizen complaints or questions regarding an agency's services or authority; responds to inquiries from other work units or departments/agencies; applies agency policies and State Statutes and Regulations in determining case status or responding to requests for procedural assistance; may lead lower-level employees in carrying out assigned clerical functions.

• **PROCESSING:**

Maintains calendars of due dates and initiates recurring work or special clerical projects accordingly; processes a variety of documents in determining routine case status; exercises discretion in choosing appropriate follow-through procedures within defined guidelines, including assembling and reviewing incoming materials for accuracy, completeness and conformance to established guidelines and agency policy procedures, verifying information through use of internal resources and contacts with sender and other work units, and soliciting additional information as required by phone or form letter; process purchase requisitions/purchase orders for subsequent action; prepares payment lists and billing invoices; receives shipments of materials and matches/verifies shipment of billing invoices against original purchase orders; maintains billing control cards, files, journals or account ledgers by posting credits, expenditures, interest, etc.; figures payments, costs, discounts and adjustments using prescribed methods and formulas; receives monies in various forms such as cash, checks, and money orders and prepares for deposit; maintains inventory and orders supplies; uses a variety of automated equipment to perform job functions; performs related duties as required.

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Schedule 1 – Position Specifications & Requirements

OFFICE ASSISTANT (continued)

MINIMUM QUALIFICATIONS:

Knowledge of office systems and procedures including proper telephone usage and filing; ability to perform a full range of clerical tasks; written and oral communication skills; ability to operate office equipment which may include word processors, computer terminals, or other automated equipment; ability to schedule and prioritize workflow; ability to read and interpret complex instructions; skill in performing arithmetic computations; basic interpersonal skills.

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Schedule 1 – Position Specifications & Requirements
SECRETARY

ESSENTIAL REQUIREMENT OF WORK:

Accountable for performing a full range of secretarial support functions.

EXAMPLES OF DUTIES:

TYPING:

Using a typewriter, word processor, or other automated equipment, formats and types a full range of correspondence, reports, bills, drafts, etc., from rough draft, transcription, dictated notes, etc. Proofreads for content. Edits using knowledge of grammar, punctuation and spelling.

FILING:

Designs office filing systems. Organizes and maintains files (including confidential files). Maintains, updates and reviews manuals and reference materials.

CORRESPONDENCE:

Composes routine letters/memoranda, etc. (e.g. standard replies and acknowledgment letters) for supervisor's signature.

REPORT WRITING:

Compiles information from standard sources and prepares data report (e.g. number of forms processed during the month).

INTER-PERSONAL:

Greets and directs visitors. Answers phones, takes messages. Answers questions requiring knowledge of terminology, organization, supervisor's responsibilities, etc. (e.g. appropriate referrals, general purpose of the unit).

PROCESSING:

Scans correspondence; pulls and attaches related materials. Reviews, routes and prioritizes mail.

PERSONAL SECRETARY:

Arranges and coordinates meetings (including space and equipment). Writes minutes of meetings, lectures, conferences, etc., from rough draft. Takes notes using shorthand, speedwriting or machine transcription. Prepares expense accounts. Makes travel arrangements.

OFFICE MANAGEMENT:

Maintains an inventory of supplies and equipment. Orders supplies when necessary. Completes processes and maintains paperwork for purchasing (i.e. orders, requisitions, invoices, etc.). Maintains time and attendance records. Performs related duties as required.

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Schedule 1 – Position Specifications & Requirements

SECRETARY (continued)

MINIMUM QUALIFICATIONS:

Considerable knowledge of office systems and procedures; considerable knowledge of proper grammar, punctuation, and spelling; knowledge of business communications, some knowledge of business math; ability to schedule and prioritize office workflow; ability to operate office equipment which may include word processors, computer terminals, or other automated equipment; ability to take notes (shorthand, speedwriting or other method acceptable to the supervisor); ability to type at a net speed of 50 WPM; interpersonal skills.

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Schedule 1 – Position Specifications & Requirements

PARAPROFESSIONAL 1

(Library Technical Assistant)

ESSENTIAL REQUIREMENT OF WORK:

Accountable for performing a full range of supportive and/or paraprofessional tasks in any function of the library including acquisition, cataloging, interlibrary loans, reference and circulation. Works under the general supervision of a Librarian or an employee of higher grade. May supervise students and/or volunteers as assigned.

EXAMPLES OF DUTIES:

Circulates books and other library materials using manual and/or automated systems; performs catalog maintenance activities such as filing, transferring, updating, revising and withdrawing cards/files; retrieves bibliographic information from OCLC and other automated library systems for circulation, interlibrary loan or copy cataloging purposes; receives and processes orders for print and non-print materials; performs and/or supervises performance of stack maintenance activities including sorting, shelving and shifting of material; assist patrons in locating and using library materials and equipment; compiles statistics on particular function of library; pulls and organizes library materials for binding; may enter bibliographic information onto automated library systems; may process interlibrary loan requests by filling those received from other libraries and/or searching for and requesting materials from other libraries; may instruct and supervise students and others in performance of library activities; may check in books and other library materials; may process invoices; may be responsible for monitoring student hours and payroll for those assigned; may correspond with vendors, publishers and library patrons as required; performs related duties as required.

MINIMUM QUALIFICATIONS:

Basic knowledge of library science techniques and practices; basic knowledge of library classification systems; knowledge of recordkeeping procedures; ability to operate automated library systems; interpersonal skills; oral and written communication skills.

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Schedule 1 – Position Specifications & Requirements
PARAPROFESSIONAL II
(Library Technician)

ESSENTIAL REQUIREMENT OF WORK:

Accountable for performing the most complex supportive services in a library function. Works under the limited supervision of a Librarian or an employee of higher grade. Supervises clerks, maintainers, inmates, students, and/or volunteers as assigned.

EXAMPLES OF DUTIES:

Performs the most complex supportive duties in a library function; responsible for a library function such as an audio-visual service; organizes and maintains audiovisual software and equipment; accesses and circulates audiovisuals; assists patrons and provides public information; compiles reports and statistics; performs related duties as required.

MINIMUM QUALIFICATIONS:

Knowledge of library science techniques and practices; knowledge of library classifications systems; knowledge of automated library systems; interpersonal skills; oral and written communication skills.

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Schedule 1 – Position Specifications & Requirements
PROFESSIONAL 1
(Librarian 1)

ESSENTIAL REQUIREMENT OF WORK:

Accountable for performing the full range of professional library duties and providing professional library services. Works under the general supervision of a professional of higher grade. May supervise technical, clerical and related support staff.

EXAMPLES OF DUTIES:

Performs professional library duties in any of the following areas; cataloging, interlibrary loan, reference, bibliographic services and collection management of books, serial publications, computer files, documents, audiovisual and other materials; assists patrons in locating and obtaining materials; furnishes information on library activities, facilities, rules and services; explains and assists in use of reference sources, catalogs, indexes and automated data bases; describes or demonstrates procedures for searching catalog files; searches catalog files and shelves to locate information; assembles and arranges displays of books and other library materials; maintains reference and circulation materials; answers correspondence on special reference subjects; may compile subject bibliographies; may select, order, catalog and classify materials; may plan and direct or carry out special projects; may operate a small law library; may train assigned staff; may conduct workshops; may serve as liaison to library groups and organizations; may compile reports and statistics; performs related duties as required.

MINIMUM QUALIFICATIONS:

Knowledge of professional principles and practice of library science, including classification systems; reference sources and techniques, acquisition, cataloging and filing, bibliographic sources of information and library automation; knowledge of library administration principles and techniques; interpersonal skills; oral and written communication skills; ability to analyze and solve problems relating to library methods and procedures.

REQUIREMENT:

A master's degree in Library Science or Information Science from a library school by the American Library Association.

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Schedule 1 – Position Specifications & Requirements
PROFESSIONAL II
(Librarian 2)

ESSENTIAL REQUIREMENT OF WORK:

Accountable for independently performing a full range of advanced level professional library tasks in management services, patron services, library services and historical services. Works under the general supervision of a State Library Unit Head, Library Specialist or other professional of higher grade. May supervise professional, paraprofessional or clerical staff.

EXAMPLES OF DUTIES:

Answers moderately complex reference questions utilizing reference tools of a specialized nature; provides information referrals for legal, historical, genealogical and other special subject researchers; operates a medium sized law library; indexes legislative records and other specialized collections; coordinates serials and holdings control; performs original cataloging and name authority work for items of intermediate difficulty including Connecticut documents and monographs; may train assigned staff; may conduct workshops; may serve as liaison to groups and organizations; performs duties as required.

MINIMUM QUALIFICATIONS:

Considerable knowledge of professional principles and practices of library science including classification systems, reference sources and techniques, acquisitions, cataloging and filing, bibliographic sources of information and library automation; considerable knowledge of specialized functional procedures, areas of subject matter and/or principles of library administration; interpersonal skills; oral and written communication skills; ability to analyze and solve moderately complex problems relating to library methods and procedures.

A Master's degree in library science or information science from a library school accredited by the American Library Association AND one year of post graduate degree employment in a relevant area of professional library work.

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Schedule 1 – Position Specifications & Requirements

CONSULTING LIBRARIAN

(Library Specialist)

ESSENTIAL REQUIREMENT OF WORK:

Accountable for performing the most complex tasks within a particular field of specialization and/or providing the highest advanced level of professional library tasks in management services, patron services, library services and historical services. Works under the limited supervision of an administrator or professional of higher grade. May lead/supervise professional, paraprofessional or clerical staff as assigned.

EXAMPLES OF DUTIES:

Performs the most complex related duties in providing consultant services to public, institutional and agency libraries and library groups; coordinates activities of a documents depository system; answers most complex queries utilizing wide range of reference tools of a highly specialized and complex nature; performs genealogical and legal legislative research; provides staff training and assistance; Provides information referrals for legal, historical, genealogical and other special subject researchers; performs original cataloging and name authority work for most complex materials including law, microforms and serials; appraises materials to determine archival value and suitability for inclusion in State Archives; performs original accessioning and authority work on finding aids for archival materials; designs and revises automated and traditional archival aids; verifies for accuracy revisions to library catalogs; reviews and revises classification and authority work of other staff; may be assigned to staff development projects; may conduct performance evaluations; may be assigned to special projects requiring highest advance level professional library duties as directed by State Librarian; performs related duties as required.

MINIMUM QUALIFICATIONS:

Considerable knowledge of professional principles and practices of library science and/or bibliographic sources of information; considerable knowledge of and demonstrated ability in specialized functional procedures and/or specialized subject matter; considerable knowledge of library administration principles and techniques and library automation; considerable interpersonal skills; considerable oral and written communication skills; ability to analyze and solve complex problems relating to library methods and procedures; some supervisory ability.

A Master's Degree in Library Science or Information Science from a library school accredited by the American Library Association and three (3) years of post-graduate degree employment in a specialized area of professional library work.

The Using agency may determine other advanced educational degrees equivalent to the MLS degree based on special staffing needs.

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Schedule 1 – Position Specifications & Requirements

REFERENCE LIBRARIAN

Individual with graduate degree in library science (or equivalent experience) and experience in reference and/or research work.

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Schedule 1 – Position Specifications & Requirements
LIBRARY CLERK

Individual with experience in library technical tasks and ability to handle work accurately and efficiently.

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Schedule 1 – Position Specifications & Requirements
PARALEGAL
(Paralegal Specialist 1)

ESSENTIAL REQUIREMENT OF WORK:

Accountable for independently performing a full range of tasks in providing paraprofessional legal assistance to an attorney. Works under the direct supervision of an attorney. May supervise clerical staff as assigned.

EXAMPLES OF DUTIES:

Principally performs duties above the clerical level involving processing of legal work of an agency or commission; acts as liaison between legal and clerical staff of an agency; performs legal research; assists in drafting legislation, advisory opinions and various legal documents such as briefs, writs and pleadings; keeps abreast of latest court rules, decisions and calendar changes; notifies attorneys of court deadlines; oversees production of legal records and exhibits on appeal; maintains records of cases, pleadings, statutes and other related documents; assists attorneys in developing office procedures, operations manuals and filing systems; interprets statutes with reference to state administration; answers routine correspondence and telephone inquiries; prepares legal and administrative reports; interviews witnesses and clients; prepares legal and administrative reports; interviews witnesses and clients; may present written and oral arguments at administrative hearings; may participate in scheduling and calendaring of individual cases coming before agency administrative proceedings including coordination of various steps of public hearings and/or public meetings; may assist in review of cases and/or petitions for procedural compliance with agency administrative hearing rules and procedures; performs related duties as required.

MINIMUM QUALIFICATIONS:

Knowledge of basic legal processes; knowledge of legal terminology and legal forms; knowledge of legal research techniques; knowledge of office management principles and practices; basic knowledge of statutes and regulations; interpersonal skills; oral and written communication skills; ability to read, understand and interpret laws, legal documents and other written material.

Two (2) years' of experience providing complex clerical level legal support services to an attorney OR on contested cases overseen by an attorney. College education may be substituted for the General Experience on the basis of fifteen (15) semester hours equaling one-half (1/2) year of experience to a maximum of one (1) year. An Associates' degree in legal assistance OR an Associate's degree and a certificate of completion of a Legal Assistant Certificate Program from an accredited college may be substituted for the General Experience. A Bachelor's degree in legal studies OR a Bachelor's degree and a certificate of completion of a Legal Assistant Certificate Program from an accredited college may be substituted for the General Experience. A certificate of completion of a Paralegal studies program from a private occupational school approved by the Connecticut Department of Education may be substituted for six (6) months of the General Experience.

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Schedule 1 – Position Specifications & Requirements
LEGAL SECRETARY
(Typist, Legal)

ESSENTIAL REQUIREMENT OF WORK:

Responsible for typing complex reports, correspondence and other documents requiring extensive use of legal terminology from machine transcription or rough copy. Works under the general supervision of an employee of higher grade. May have lead responsibilities over other staff as assigned.

EXAMPLES OF DUTIES:

Transcribes findings of fact, conclusion of law, issuance of suspension or revocation orders subsequent to hearings; prepares and maintains files of all hearings and conferences held; locates files and records for supervisor, attorneys and other interested parties; records and prepares monthly and annual progress reports; composes correspondence; maintains manuals on hearing procedures; types and proofreads transcripts, manuals and correspondence using typewriters, word processors or other automated equipment; processes payments of witness fees; responds to inquiries regarding decisions, continuances, laws and regulations; performs related duties as required.

MINIMUM QUALIFICATIONS:

Knowledge of legal terminology; ability to type at a net speed of 40 WPM complex legal reports, correspondence and other documents; knowledge of business communications including proper English usage; general clerical skills; basic interpersonal skills; ability to operate office equipment which may include work processors, computer terminals or other automated equipment.

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Schedule 1 – Position Specifications & Requirements

TELECOMMUNICATIONS OPERATOR

ESSENTIAL REQUIREMENT OF WORK:

Accountable for transmitting and receiving radio and telephone communications. Initially works under the close supervision of a Head Telecommunications Operator or other employee of higher grade; works more independently with acquired experience.

EXAMPLES OF DUTIES:

Receives, transmits and relays police, fire, medical and other emergency information to and from security officers, firemen, paramedics, maintenance crews, vehicles, aircraft and other emergency personnel; operates communication equipment which may include radio, telephone and related communications equipment; responds to complaints and refers to appropriate field personnel; receives information on matters which may include traffic accidents and injuries on state property and police, fire and medical emergencies; monitors alarm systems at state institutions or facilities; records time and nature of communications received and maintains files for purpose of ready identification; advises supervisor on all unusual or emergency incidents; at a state institution or facility may also operate main switchboard; may monitor other state and local police, fire and medical radio frequencies; may monitor CB radio emergency channels; may monitor closed circuit television camera located at points within state complexes; may operate radio transmitter for paramedical EKG analysis; may operate a computer terminal; may perform varied clerical, typing, and statistical work; does related work as required.

MINIMUM QUALIFICATIONS:

Interpersonal skills; ability to speak proper English and enunciate clearly; ability to operate office and communications equipment; ability to follow written and oral instructions; ability to think and act quickly in emergency situations with judgment and discretion; ability to maintain records. A physical examination may be required by the appointing authority. Applicants must possess normal hearing. Incumbents in this class may be required to work a schedule that includes weekends, evening and holidays.

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Schedule 1 – Position Specifications & Requirements

MEDICAL TRANSCRIPTIONIST

(Specialized Secretary - Medical)

ESSENTIAL REQUIREMENT OF WORK:

Accountable for independently providing specialized stenographic secretarial support for professionals in the medical field. Works under the general supervision of an employee of higher grade. May have lead responsibilities over other staff as assigned.

EXAMPLES OF WORK:

Transcribe difficult dictation from Dictaphone, shorthand or speedwriting notes requiring extensive use of medical terminology; using a typewriter, word processor, or other automated equipment, and types a full range of correspondence, reports, cases and other specialized documents; designs, organizes, and maintains files (including confidential files); composes correspondence and reports; acts as a receptionist; answers inquiries requiring an understanding of the organization and the supervisor's responsibilities; arranges and coordinates meetings; schedules and maintains calendars (appointments, court dates, etc.); maintains office records (attendance, inventory, etc.); may act for the supervisor in his/her absence; performs related duties as required. The appointing authority may require the ability to take and transcribe complex medical dictation.

MINIMUM QUALIFICATIONS:

Considerable knowledge of office systems and procedures; considerable knowledge of medical terminology; considerable knowledge of proper grammar, punctuation, and spelling; knowledge of business communications; ability to organize and coordinate office workflow; ability to type at a net speed of 50 WPM; ability to transcribe complex medical dictation; ability to operate office equipment which may include Dictaphones, word processors, computer terminals or other automated equipment; interpersonal skills.

Schedule 1 – Position Specifications & Requirements

ARCHITECTURAL DESIGN REVIEWER 2

ESSENTIAL REQUIREMENT OF WORK:

Accountable for performing the most complex tasks in the review, preparation and analysis of designs and related contract documents for architectural design products. Also assists consultants in the development and finalization of project documents. Works under the limited supervision of a Supervising Architectural Design Reviewer or other employee of higher grade. May lead Architectural Design Reviewer I, Architectural Design Review Interns, drafters or other lower level employees as assigned.

EXAMPLES OF DUTIES:

Reviews complex construction plans, drawings, specifications and change orders for completeness, accuracy and consistency with contract documents, codes and agency for statutory requirements; prepares and reviews cost estimates; conducts review meetings and prepares summary reports; prepares studies for determination of short- or long-range building projects; works closely with architectural and engineering consultants in review of submitted specifications; resolves design problems; performs complex life cycle cost analysis; operates computer aided design and drafting (CADD) equipment; prepares or reviews designs of structural, mechanical and electrical systems as well as architectural designs; provides technical design consultation; performs inspections of site and facility conditions of design projects; prepares more complex code violation reports; may lead job meetings; may act as technical expert on matters pertaining to a professional licensing board or commission; performs related duties as required.

MINIMUM QUALIFICATIONS:

Considerable knowledge of and ability to apply principles, practices and methods of architectural design and design aspects of building modification and construction; considerable knowledge of building materials and components; considerable knowledge of building and fire codes; knowledge of structural, mechanical and electrical systems; knowledge of computer aided design and drafting (CADD) equipment; interpersonal skills; oral and written communication skills; considerable ability to review, interpret and apply contract provisions; considerable ability to read blueprints; considerable ability to accurately estimate project costs.

Seven (7) years' experience in preparing architectural designs, project documents and cost estimates for various types of building design projects including some experience utilizing computer aided design and drafting (CADD) equipment. College training in architecture may be submitted for the seven (7) years' experience on the basis of fifteen (15) semester hours equaling one half (1/2) year of experience to a maximum of five (5) years for completion of a five year Bachelor's degree program in architecture. A Master's degree in architecture may be substituted for one (1) additional year of the general experience.

NOTE: Incumbents may be exposed to some risk of injury or physical harm from construction environments and a moderate degree of discomfort from exposure to year round weather conditions.

Schedule 1 – Position Specifications & Requirements

DATA PROCESSING TECHNICAL ANALYST 1

ESSENTIAL REQUIREMENT OF WORK:

Accountable for solving complex network problems, designing configurations of networks, and coordinating and implementing data communications activities, administering a mid-range computer or complex Local Area Network or assisting in basic host systems software support functions in a major data processing environment. Works under the supervision of a data processing employee of a higher grade. May lead technical and clerical staff.

EXAMPLES OF DUTIES:

In a network, LAN or agency mid-range computer environment configures and installs application packages; configures and certifies wiring; adds and/or deletes users; administers electronic mail systems including adding and deleting mailboxes, monitoring mail flow and establishing delivery policies; maintains integrity of software; applies software fixes and upgrades; performs backups for LAN servers; analyzes and resolves network and operational problems; diagnoses and resolves network problems utilizing traces, hardware diagnostic tools and software aids; generates and analyzes reports of network usage from network management systems; configures terminals and other I/O devices into communications network; determines network hardware and/or software needs and recommends system upgrades; installs hubs, routers, bridges, gateways, servers, multiplexors, modems and other communications equipment; in a major data processing environment, writes utilities for system management, reporting, file clean-up and auditing; assigns used id's and passwords; coordinates backup and file management with operations staff; assists in installation and performance monitors, schedulers, program management systems and utilities, report generators and compilers; trains and supports users on operating system, software packages and applications; in all areas acts as liaison to hardware and/or software vendors, system developers, programmers and user community; performs related duties as required.

MINIMUM QUALIFICATIONS:

Considerable knowledge of data processing and data communications equipment and diagnostic tools; knowledge of principles, problems and techniques of data processing and data communications operations; knowledge of principles and techniques of programming; considerable technical problem solving skills; considerable logic and analytical skills; interpersonal skills; oral and written communication skills; considerable ability to analyze and troubleshoot operational and data communications problems; ability to analyze, troubleshoot and debug user programs. Six (6) years experience in computer operations, programming, systems development or technical support. Three (3) years of the six (6) years' experience must have been in one of the following areas: installation and support of microcomputer hardware, software and operating systems; network hardware and software installation and support or complex network hardware and/or software problem diagnosis and resolution. College training in management information systems, computer science, or electrical engineering may be substituted for the six (6) years general experience on the basis of fifteen (15) semester hours equaling six (6) months of experience to a maximum of three (3) years.

Schedule 1 – Position Specifications & Requirements

DATA PROCESSING TECHNICAL ANALYST 2

ESSENTIAL REQUIREMENT OF WORK:

Accountable for assisting in the design, implementation and management of a major communications network, providing a full range of technical and administrative support for a complex WAN or agency mid-range computer system or performing basic host systems software support functions in a major data processing environment.

This position may be used in the following ways:

- In a network environment provides technical support and assists in administrative support of a major data communications section of a computer installation.
- Provides technical and administrative support for a complex WAN with connectivity external to agency systems or a mid-range computer system which supports an entire agency's information system needs.
- As a part of a team assists in installation and maintenance of major sub-systems or may independently install and maintain other host or network software.

Works under the supervision of a data processing employee of a higher grade. May lead technical and clerical staff as assigned.

EXAMPLES OF DUTIES:

MAJOR COMMUNICATIONS NETWORK, WAN OR AGENCY MID-RANGE COMPUTER ENVIRONMENT: configures and installs terminal emulation software for host connection; applies requested software fixes for operating system; upgrades operating system software; diagnoses and resolves complex network problems utilizing traces, hardware diagnostic tools, software aids, network management systems and utilities; monitors performance and status of network; configures hardware into operating system; provides advanced level database support and troubleshooting; assists in design and implementation of a communications network; evaluates new network technology; tests and evaluates new hardware and/or software; installs multiplexors, modems and other communications equipment; configures and programs hubs, bridges, gateways and servers.

MAJOR DATA PROCESSING ENVIRONMENT: Writes system interface programs for application systems; acts as liaison to hardware and/or software vendors, system developers, programmers, and user community; assigns file access controls, encryption keys and other security attributes; trains operators, system developers and users on new procedures; maintains host and/or front end processor communications software; conducts system performance analysis, tuning and storage management; conducts technical training programs for data processing staff; assists in installation and maintenance of major systems, such as transaction processing systems, security systems, data base management systems; supports testing environments; participates in design reviews and installs and maintains performance monitors, schedulers, program management systems and utilities, report generators, compilers; performs related duties as required.

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Schedule 1 – Position Specifications & Requirements
DATA PROCESSING TECHNICAL ANALYST 2 (continued)

Knowledge of principles, problems and techniques of data processing and data communications operations; knowledge of data processing and data communications equipment and diagnostic tools; knowledge of principles and techniques of software generation and programming; knowledge of methods and procedures used to conduct detailed analysis and design of computer systems; knowledge of computer operating systems; knowledge of principles of computer operating systems; knowledge of principles and techniques of programming; knowledge of practices and issues of systems security; considerable technical problem solving skills; considerable logic and analytical skills; interpersonal skills; oral and written communication skills; considerable ability to analyze, troubleshoot and resolve data communications problems; ability to analyze and debug complex software problems.

Seven (7) years' experience in computer operations, programming, systems development or technical support. One (1) year of this experience must have been at an advanced technical level performing a full range of complex network management, systems software support, LAN or mid-range system administration duties. This is interpreted at the level of Data Processing Analyst 1.

College training in management information systems, computer science or electrical engineering may be substituted for the general experience of fifteen (15) semester hours equaling six (6) months of experience to a maximum of three (3) years.

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Schedule 1 – Position Specifications & Requirements

PRINT SHOP QUALITY CONTROL OFFICER

ESSENTIAL REQUIREMENT OF WORK:

Responsible for:

- Delivery of completed printing work to customers, generally in the Hartford area
- With some guidance from experienced staff, run some of the equipment used to bond various printing jobs

MINIMUM QUALIFICATIONS:

Driver's license with a clean driving record; some mechanical ability; ability to follow oral and written instructions in the use of equipment such as folder, stitcher, collator, etc.; good interpersonal skills

Note: Required to lift moderate to heavy weights.

EXAMPLE OF DUTIES:

Moves boxes of completed printing jobs into a van; drives van to customer site; brings printed jobs to customer and stacks jobs as requested; obtains customer signature on receipt. Receives instructions on how to use bindery equipment; loads jobs into equipment as instructed; runs equipment and reviews results to be sure that it meets requirements; packages job for delivery; logs job completion into computer.



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 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.