

AGREEMENT
BETWEEN
Central Connecticut State University
AND
Contractor Name

This Agreement ("Contract") is entered into by and between Central Connecticut State University, a constituent unit of the State of Connecticut System of Higher Education, with an address of 1615 Stanley Street, New Britain, Connecticut 06053 (hereinafter the "Institution" or "CCSU"), and (Contractor Name) (hereinafter the "Contractor") with a principal place of business at (Contractor Address), to provide snow removal, sanding, and ice melt services on Institution's campus and specific off-site locations, pursuant to an award made to Contractor (RFP 2019-13).

I. GENERAL

1. Contractor shall plow, shovel, sand and apply ice melt application to all specified surfaces on campus, CCSU's Institute for Technology and Business Development (ITBD) building located at 185 Main Street, New Britain, CT 06051; and Charter Oak State College (COSC) located at 55 Paul Manafort Drive, New Britain, CT 06053. Surfaces shall include but are not limited to entrances, sidewalks, stairwells, handicap ramps, steps, and surface parking garages.
 - i. If Institution personnel complete snow removal services on Davidson Hall, credit to invoice shall be given to institution in accordance to the credit rates in section III, subsection 2(i).
2. The Contractor shall provide snow removal services to these additional locations:
 - i. Wells Street through the center of campus;
 - ii. Center of campus area with the new sitting wall and sitting wall circle;
 - iii. Early Learning Child Center located at 1285 East Street, New Britain;
 - iv. Designated campus smoking huts;
 - v. Driving ramp behind new Police Station leading to CCSU's Athletic fields;
 - vi. Trailer area in the lower East Hall lot;
 - vii. Parking lot between the Energy Center and the Copernicus Garage;
 - viii. Areas around the new Greenhouse near East Hall Pump House;
 - ix. Walkway through the upper pond area from Memorial Hall to the Student Center;
 - x. All stamped asphalt areas shall now require the use of rubber or polypropylene blades on all snow removal equipment;

The Contractor shall use the rates in section III, subsection 2 (h) for these areas above only when supplemental Institution personnel are provided as outlined in section I subsection 5. If no Institution personnel are provided the Contractor shall be required to provide the services above and shall be paid in accordance with section III, subsection 2(b).

At the request of the Institution the Contractor may be required to provide additional snow removal services, such services shall include but are not limited to, roof snow removal, and on call shoveling. Such additional services shall be paid for at an hourly rate per person as outlined in section III subsection 2 (i) and not on a per storm basis.

3. The Contractor agrees to mobilize crews and to report to the Institution Representative on campus within one (1) hour of being contacted for services under this Agreement. The Institution reserves the right to backcharge the Contractor for tardiness, absent crew members, or missing equipment.
4. The Contractor agrees to have completed plowing, shoveling, sanding, ice melting services, and cleaning of all areas by 6:00 A.M., for storms that occur during the night. For storms that continue or occur during operating hours, the Contractor shall maintain safe open passageways, and travel areas during the duration of the storm.
5. The Contractor shall be solely responsible for plowing the following parking areas: East Hall Upper and East Hall Lower Lot, Energy Center Lot, and the Public Safety Building lot. The Institution's personnel shall be responsible for all other parking lots, all perimeter sidewalks, and the main mall artery from Stanley Street to East Street. In the event that Institution personnel cannot provide plowing, the Contractor shall be responsible for all surfaces and paid in accordance with section III subsection 2(b) of this Agreement. No Institution personnel shall be provided at ITBD.
6. Contractor agrees to plow all sidewalks and treat with Institution approved ice melting products the entire width of the sidewalk in order to maintain safe open passageways during the storm. It is the Contractor's responsibility to push back or remove the snow from both sides of the sidewalks to make room for future snowstorms. Snow piles are not to exceed more than 4 feet in height. Snow shall be plowed to the grass areas and not in the road or parking lots. Snow shall not be shoveled on shrubs or planted areas.

7. Contractor agrees to plow all residence hall drives, and building entrances and treat with Institution approved ice melting products. The Contractor is responsible to push back or remove snow to make room for future snowstorms. Snow shall not be plowed or deposited on islands or in areas where there are shrubs or planted areas.
8. Contractor agrees to shovel all stairwells, steps and Handicap ramps, and treat with Institution approved ice melting products the whole width in order to maintain safe open passageways during the storm. Contractor is responsible to push back or remove enough snow from both sides of the steps and Handicap ramps to make room for future snowstorms. All snow in the stairwells must be removed. Snow piles are not to exceed more than 4 feet in height. Snow shall not be shoveled on shrubs or planted areas.
9. At the request of the Institution the Contractor shall be required to plow one, two, three, or all four parking garages. Contractor shall be paid in accordance with section III, subsection 2(e) of this Agreement.
10. The Contractor shall not leave any snow piles that block sight lines at stop signs, traffic signals, or exits that exceed three (3) feet high.
11. At the request of the Institution the Contractor may be called backed and required to provide additional plowing, sanding, and ice melting application due to climatic conditions fluctuating around the freezing point, in the case of an ice storm or other unforeseen circumstances.
12. At the request of the Institution the Contractor agrees to remove snow from the athletic field stairs and exit areas and treat with calcium chloride. Contractor shall be paid per occurrence as outlined in section III subsection 2(f).
13. Personnel and equipment:
 - i. Contractor agrees to provide a minimum of thirty (30) employees to plow, shovel, and apply Institution approved ice melting products at CCSU and COSC. Contractor shall provide their employees with shovels, ice choppers, and liquid backpack sprayers for ice melting application;
 - ii. Contractor agrees to provide the following minimum equipment to clean sidewalks, surface parking garages, residence hall drives, and building entrances in accordance with this Agreement
 1. Four 1/2-ton pick-up trucks with a minimum 5' mechanical spreader and minimum 7.5' plow. Two of these vehicles will require liquid deicing skid mounted sprayers;
 2. Three skid loaders with buckets, corresponding attachment plows and blowers;
 3. Two Bobcat Toolcats with sander and blower attachments, and
 4. One backhoe or front loader with 2 yard bucket.
 - iii. Contractor agrees to provide a minimum of four (4) additional employees to plow, shovel, and apply Institution approved ice melting products at ITBD. Contractor shall provide their employees with shovels, ice choppers, and liquid backpack sprayers for ice melting application. Contractor shall provide the following additional equipment at ITBD:
 1. One (1) plow truck with salt spreader,
 2. One (1) gasoline powered snow blower,
 3. One (1) walk behind spreader.
14. At the request of the Institution Contractor agrees to remove and relocate snow from campus. All snow moving or piling is to be done after normal operating hours and completed by 6:00 A.M. In the event that off-site snow relocation is necessary, the Contractor must provide an offsite area for snow relocation. All snow from the ITBD location must be removed off- site. Contractor shall be paid in accordance with section III subsection 2(g) of this Agreement for the relocation of snow off-site.
15. The Contractor shall supply a competent and thoroughly trained full-time working supervisor. The supervisor shall be available during all working hours to oversee all snow removal activities and obligations under this Agreement.
 - i. The supervisor shall possess and demonstrate a thorough knowledge and understanding of the designated work assignments, of the tools and equipment employed in the execution of this Agreement, and of the rules, regulations and standards of the University;
 - ii. The supervisor must report at the start of each storm to the Institution Representative to review any special problems and to receive instructions relative to snow removal activities. The supervisor shall meet with the Institution Representative at the end of each storm, to complete a thorough walk- thru of the entire campus. Any deficiencies sited by the Institution will need to be corrected by the Contractor. The Contractor will not send any of his crews or equipment off campus before or during the walk-thru. The Contractor will be back charged for those employees and equipment that have left the campus. The Contractor shall sign a job completion checklist filled out by the Institution

after any deficiencies have been corrected. The signed checklist will constitute a record of the Contractors compliance or noncompliance with the terms of this Agreement;

- iii. The supervisor must be on the job site throughout the entire storm to ascertain that all employees are performing in accordance with the specifications of this Agreement. The working supervisor shall also certify in writing that each area is cleaned and maintained in accordance with the provisions of this Agreement. The Institution reserves the right to revise the checklist and make necessary changes as required;
 - iv. The Contractor shall have the on-site supervisor present during all snow removal and ice melting operations. The on-site supervisor and each assigned crew chief shall carry a mobile phone and is required to call into the main Facilities Management office (860-832-2301) in East Hall with time checks upon completion of snow removal and ice melting applications from each building or designated working location. All time checks will be logged by the Institution for official snow removal documentation. The Contractor shall provide the Institution with the on-site supervisor's mobile phone number; and
 - v. At ITBD, one of the four required employees shall be designated as a "lead" or crew chief and shall stay in contact with the campus supervisor as needed throughout all storms via cell phone.
16. The Contractor agrees that no subcontracting shall be allowed under this Agreement. In the event of emergencies, the Contractor will request, in writing, to the Institution representative, permission to subcontract. The Institution in its sole discretion shall approve or deny the request to subcontract.
 17. The Institution shall closely monitor the individual actions of the Contractor's employees. Any and all instances of damage or lack of concern for State Property will be aggressively investigated to determine safe methods for eliminating damage to State Property up to and including the removal of the Contractor's employee responsible for the damages from the campus. The CCSU Police Department and Facilities Management Department shall investigate all actions involving the Contractor's employees and State Property damages to improve snow removal services in accordance with this Agreement. The Contractor shall be responsible for reimbursing CCSU for all damages caused by their employees.
 18. Contractor shall comply with all applicable federal, state and municipal laws, ordinances, building, and construction codes. Contractor and its employees shall acquire and possess all required permits and licenses. Contractor shall be responsible for the payment of all fees associated with these permits, licenses and inspections.
 19. Contractor is expected to understand and follow all CCSU Office of Environmental, Health and Safety policies. The Contractor is expected to meet with the Director of CCSU's Office of Environmental Health and Safety prior to commencing work or as required.
 20. Background Checks. The Contractor shall undertake at their own expense a nationwide background check of any employee(s) who will be working on CCSU's campus pursuant to this Agreement. Such background checks shall be conducted prior to working on CCSU's campus. The Contractor is to report to the University any findings that constitutes any felony conviction, child abuse registry or sex abuse registry incidents involving a Contractor employee(s). The University reserves the right to not allow any Contractor employee(s) who falls into any of the above mentioned categories to work on its campus and will communicate those decisions in writing to the Contractor. Additionally, the Contractor is to require all its employee(s) who work on the CCSU campus to report any felony convictions or child abuse or sex registry requirements that are placed on said employee(s) within forty-eight (48) hours of knowledge of the event.
 21. CCSU shall provide pictured identification ("ID") badges for all of the Contractor's employees. Contractor shall require their employees to wear ID badges at all times while performing services under this Agreement.
 22. Contractor shall employ only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties. Contractor shall also provide proper additional training for those employees who exhibit poor understanding or implementation of proper procedures.
 23. Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with Institution personnel. This minimum language competency is essential to permit discussion of Institution concerns and requirements and to understand the proper instructions in all situations.

II. TERM OF THE AGREEMENT

This Contract shall become effective only as of October 1, 2017 or on the date of signature by the Institution's authorized officials and, the date of approval by the Office of the Attorney General (OAG), if applicable, whichever occurs last, and shall continue in effect until June 30, 2018 unless terminated earlier in accordance with the terms of Section 7 below.

III. COST

1. Total amount of Agreement shall not exceed \$850,000.00 for the work performed in accordance with this Agreement. Contractor to submit invoices to the Institution representative and upon approval by the Institution payment shall be made to the Contractor by way of check or Automated Clearing House (ACH).

2. **Rates:** For purposes of measurement official snow fall accumulation rates shall be determined using Weatherworks.com. The Contractor is responsible for purchasing a yearly subscription to Weatherworks.com and submitting a detailed snow storm analysis with each invoice on a per storm basis from Weatherworks.com.

a. The following rates are to be used when supplemental Institution personnel are provided as outlined in section I subsection 5.

Snow Fall Accumulation	Rate
0.1" – 1"	\$ _____ per storm
1.1" – 5"	\$ _____ per storm
5.1" – 9"	\$ _____ per storm
9.1" – 12"	\$ _____ per storm
12.1" – 15"	\$ _____ per storm
Additional cost per inch over 15"	\$ _____ per inch
Ice Storms	\$ _____ per storm
Additional sanding and ice melt application as outlined in Section I, subsection 9	\$ _____ per call

b. The following rates are to be used when no Institution personnel are provided.

Snow Fall Accumulation	Rate
0.1" – 1"	\$ _____ per storm
1.1" – 5"	\$ _____ per storm
5.1" – 9"	\$ _____ per storm
9.1" – 12"	\$ _____ per storm
12.1" – 15"	\$ _____ per storm
Additional cost per inch over 15"	\$ _____ per inch
Ice Storms	\$ _____ per storm
Additional sanding and ice melt application as outlined in Section I, subsection 9	\$ _____ per call

c. The following rates are to be used for snow removal services at ITBD.

Snow Fall Accumulation	Rate (Price includes the removal of snow off-site)
0.1" – 1"	\$ _____ per storm
1.1" – 5"	\$ _____ per storm
5.1" – 9"	\$ _____ per storm
9.1" – 12"	\$ _____ per storm
12.1" – 15"	\$ _____ per storm
Additional cost per inch over 15"	\$ _____ per inch
Ice Storms	\$ _____ per storm
Additional sanding and ice melt application as outlined in Section I, subsection 9	\$ _____ per call

d. The following rate shall be used for the Contractor to mobilize a crew on campus In anticipation of a storm that does not occur \$ _____ per hour

e. The following rates are to be used for snow removal of each specified surface parking garage.

Copernicus Garage	
Snow Fall Accumulation	Rate
0.1" – 1"	\$ _____ per storm
1.1" – 5"	\$ _____ per storm
5.1" – 9"	\$ _____ per storm
9.1" – 12"	\$ _____ per storm
12.1" – 15"	\$ _____ per storm
Additional cost per inch over 15"	\$ _____ per inch

**Student Center Garage
Snow Fall Accumulation**

	Rate
0.1" – 1"	\$ _____ per storm
1.1" – 5"	\$ _____ per storm
5.1" – 9"	\$ _____ per storm
9.1" – 12"	\$ _____ per storm
12.1" – 15"	\$ _____ per storm
Additional cost per inch over 15"	\$ _____ per inch

**Vance Garage
Snow Fall Accumulation**

	Rate
0.1" – 1"	\$ _____ per storm
1.1" – 5"	\$ _____ per storm
5.1" – 9"	\$ _____ per storm
9.1" – 12"	\$ _____ per storm
12.1" – 15"	\$ _____ per storm
Additional cost per inch over 15"	\$ _____ per inch

**Welte Garage
Snow Fall Accumulation**

	Rate
0.1" – 1"	\$ _____ per storm
1.1" – 5"	\$ _____ per storm
5.1" – 9"	\$ _____ per storm
9.1" – 12"	\$ _____ per storm
12.1" – 15"	\$ _____ per storm
Additional cost per inch over 15"	\$ _____ per inch

- f. The following rates are to be used to remove snow from CCSU's Athletic Field areas and treat with calcium chloride as outlined in Section I, subsection 10.

Football Stadium

Remove snow from home side stands and stairs to exit areas

Rate (per occurrence)

Treat home side stands, stairs, and exits with calcium chloride

Break up clumps of snow on playing field

Remove snow from away side stands and stairs to exit areas

Treat away side stands, stairs, and exits with calcium chloride

Baseball Field

Remove snow from stands and stairs to exit areas

Rate (per occurrence)

Treat stands, stairs, and exits with calcium chloride

Softball Field

Remove snow from stands and stairs to exit areas

Rate (per occurrence)

Treat stands, stairs, and exits with calcium chloride

g. The following rates are to be used for off-site snow removal and relocation as outlined in Section I, subsection 12.

Vehicle	Rate (Includes vehicle operator)
Tri Axle Dump Truck, 73,000 GVW (Gross vehicle weight)	\$_____ per hour
Six Wheel Dump Truck, 33,000 GVW	\$_____ per hour
Pay Loader, with a minimum 3 yard bucket	\$_____ per hour
¾ to 1 ton Pick Up Truck with plow	\$_____ per hour
3 – 7 yard Dump Truck	\$_____ per hour

h. The following rates are to be used for the additional areas as outlined in Section I, subsection 2 only when supplemental Institution personnel are provided as outlined in Section I, subsection 5. If no Institution personnel are used during the storm, the contractor shall be paid the rates in accordance with section III, subsection 2(b) and no additional pay for these areas will be provided.

Snow Fall Accumulation	Rate
Dusting to 1.0"	\$_____ per storm
1.1" – 5.0"	\$_____ per storm
5.1" – 9.0"	\$_____ per storm
9.1" – 12.0"	\$_____ per storm
12.1" – 15.0"	\$_____ per storm
Per inch over 15.0"	\$_____ per inch
Ice storms	\$_____ per storm
Call backs	\$_____ per call

i. The following credit rates shall be deducted from the invoice when Institution personnel completes Davidson Hall's snow removal:

Snow Fall Accumulation	Total Credit
0.1" – 1"	\$_____ per storm
1.1" – 5"	\$_____ per storm
5.1" – 9"	\$_____ per storm
9.1" – 12"	\$_____ per storm
12.1" – 15"	\$_____ per storm
Additional cost per inch over 15"	\$_____ per inch
Ice Storms	\$_____ per storm
Additional sanding and ice melt application as outlined in Section I, subsection 9	\$_____ per call

j. Hourly rate per man for additional snow removal services at the request of the Institution.
Laborer \$_____/hour per laborer

3. **Standard Wage Rates:** This contract shall be subject to Connecticut General Statutes § 31-57f regarding Standard Wage Rates for Certain Service Workers. Hourly rates in section 3.1 above may change only as a result of increases in Standard Wage Rates.

MAXIMUM AMOUNT OF CONTRACT \$ 850,000.00

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

MUST BE COMPLETED

If to the Institution*:
Central Connecticut State University
1615 Stanley Street
New Britain, Connecticut 06053
 Attn: Richard Piotrowski, Manager Contract Compliance & Procurement Services

If to the **[Contractor Name]**

Contractor*: Contractor Address

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

IV. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **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.
7. **Termination.**
 - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
 - b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours’ prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.

- c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.
 - f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
 - g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
 - h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.
8. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.
9. **Nondiscrimination.**
- (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is

financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 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 it relates to the provisions of this Section and Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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.

10. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit A.
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
14. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

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

15. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the **Family Educational Rights and Privacy Act (FERPA)**. For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
16. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
17. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any

employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

18. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
19. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
20. **Audit Requirements for Federal Grants.** For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: *The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.*

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

21. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
22. **Contractor's Standards of Conduct.**
 - (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
 - i. Use or possession of drugs or alcohol;
 - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
 - iii. Smoking in buildings;
 - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
 - v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
 - vi. Unauthorized use of Institution vehicles, equipment or property;
 - vii. Use of University telephones for personal business;
 - viii. Removal or theft of University property;
 - ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
 - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 - xii. Interference with the work of other employees;
 - xiii. Work attire other than the specified uniform; and
 - xiv. Loud, vulgar behavior or the use of profanity.

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

V. ACCEPTANCE OF AGREEMENT

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

Central Connecticut State University

[Enter Contractor Business Name]

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

By the Connecticut Attorney General

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



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

