The Connecticut General Assembly

**Joint Committee on Legislative Management**

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**REQUEST FOR QUOTE**

**Service Center Color Machines, Rental and Maintenance**

**Contract # PRCH20REG0001**

**PROPOSAL DUE DATE: August 14, 2019 TIME: 12:00 pm (noon)**

|  |  |  |
| --- | --- | --- |
| **Procurement Timeline** | | |
| Issue the RFQ | Posted on the DAS State Contracting Portal  at [http://www.biznet.ct.gov/SCP\_Search/Default.aspx?AccLast=2.](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2) | July 18, 2019, 5:00  Pm |
| Question Deadline | Questions shall be submitted via email to  [CGAPurchasing@cga.ct.gov.](mailto:CGAPurchasing@cga.ct.gov) | July 31 , 2019, 12:00  Pm |
| Answers &  Amendments to RFQ | All amendments to the RFQ and response to written questions  will be published on the DAS State Contracting Portal. | August 7, 2019, 5:00  Pm |
| Quote Delivery | All quotes shall be submitted via email to  [CGAPurchasing@cga.ct.gov.](mailto:CGAPurchasing@cga.ct.gov) | August 14, 2019, 12:00  pm |

**Official Agency Contact Information**

Attention: Mary Enderlin

CGA Purchasing Group

Office of Legislative Management

Legislative Office Building; Room 5100

300 Capitol Avenue

Hartford, CT 06106

[CGAPurchasing@cga.ct.gov](mailto:CGAPurchasing@cga.ct.gov)

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**PART A SCOPE OF WORK**

**A.1 Connecticut General Assembly**

The Connecticut General Assembly (CGA) is the legislative branch of government of the State of Connecticut. Through statutory enactments, the Joint Committee on Legislative Management (JCLM) is responsible for the coordination and management of legislative affairs and the supervision and approval of any and all legislative expenditures. The JCLM is comprised of the top legislative leaders from each political party and works through a subcommittee system. The Personnel Policies Subcommittee is comprised of the Senate President Pro Tempore of the Senate, the Senate Republican President Pro Tempore, the Speaker of the House of Representatives, the Majority Leaders of the House and Senate chambers and the Minority leaders of the House chamber. This Subcommittee is responsible for establishing legislative personnel policies, guidelines, regulations, and salary schedules, and also approves legislative expenditures exceeding $50,000.

**A.2 Project Scope**

The CGA is seeking to rent two color copy machines with maintenance services, as detailed in Attachment A Specifications. Prior to contract award, respondent will be required to schedule a demonstration of the machine for CGA staff at respondent's location. The respondent will also be required to visit the CGA Copy Center to confirm that the machines will fit in the space available.

**A.3 Required Qualifications**

Respondents shall demonstrate their qualifications to perform the work outlined in Section A.2 by providing a list of previous projects similar in scale to this scope of work.

**A.4 Term of Contract**

The Contract will be in effect from the date the Contract is executed by both Contractor and the CGA (“Effective Date”) and end upon 36 months thereafter, with the option to extend this Contract up to an additional year upon mutual agreement of both parties.

**PART B COMPENSATION**

Quotes must reflect all costs and any payment discounts on the Pricing Page included in this RFQ on Attachment B. There shall be no reimbursement for travel or other expenses. All costs of consumable materials and shipping shall be included in the Pricing provided on Attachment B.

**B.1 Invoices**

The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above. A properly prepared invoice shall include: (a) The purchase order number, (b) Invoice date, (c) Invoice number, (c) Separate invoice line for labor, materials and equipment; (d) Description of the services provided as well as service dates, (e) Detailed information regarding clicks by machine for the service dates reported, and (f) All invoices shall reflect the lines on the signed purchase order. Invoices shall be submitted upon completion of the work.

**B.2 Payment Terms**

Payments for Goods and Services shall be made only after the CGA receives and accepts that equipment and/or services and after it receives a properly completed invoice. Payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/ or Services (in arrears) in accordance with Conn. Gen. Stat. §4a-71 or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in

Conn. Gen. Stat. § 4a-60g.

**B.3 Fifteen Dollar Minimum**

Pursuant to General Statutes §2-71p(i), “Each contract for contractual services entered into by the committee on and after July 1, 2015, shall require the contractor awarded such contract, and each subcontractor of such contractor, to pay each of the contractor's or subcontractor's employees providing services under such contract, and that are performed or rendered at the Legislative Office Building or the State Capitol, a wage of at least (1) fifteen dollars per hour, or (2) if applicable, the amount required to be paid under subsection (b) of section 31-57f, whichever is greater. The provisions of this subsection shall not apply to any employee providing services under such contract who receives services from the Department of Developmental Services.

**PART C INSTRUCTIONS TO RESPONDENTS**

All quotes shall be submitted via email to [CGAPurchasing@cga.ct.gov](mailto:CGAPurchasing@cga.ct.gov). The title of the email must include the **Service Center Color Copy Machines Rental and Maintenance**

**PRCH20REG0001.** Respondents shall submit the following documentation in the following order and format. The CGA reserves the right to disqualify any Quote which does not include the following documentation.

1. Experience and Knowledge: All respondents shall demonstrate the required qualifications as listed in section A.3 above.

2. Pricing Page: All respondents shall complete the Pricing Page which is included in Attachment B. All pricing shall include minimum click charges.

3. Terms and Conditions: Acknowledgement of the Terms and Conditions included in

Attachment C which will apply to the Contract resulting from this RFQ.

4. Forms: Respondents shall submit the following forms along with the electronic copy of the proposal only.

The forms listed below include links to the fillable forms which can be completed and submitted electronically.

[Proof of Authorization](https://www.cga.ct.gov/olm/forms/Proof%20of%20Authorization%20Form_Fillable.pdf)

[Certification Form](https://www.cga.ct.gov/olm/forms/CERTIFICATION%20FORM.pdf)

[CHRO Contract Compliance Monitoring Report](https://www.cga.ct.gov/olm/forms/CHRO%20Form_Fillable.pdf) [Vendor Profile](https://www.cga.ct.gov/olm/forms/VendorProfileForm.pdf)

[W-9 Form](https://www.cga.ct.gov/olm/forms/W%209%20Form.pdf)

[Notice of Campaign Contribution and Solicitation Limitations Form](https://www.cga.ct.gov/olm/forms/Notice%20to%20Contractors%20of%20Campaign%20Contribution%20and%20Soliciation%20Limitations%20Form.pdf)

5. Copier Specifications: Respondents shall provide manufacturer’s documentation demonstrating the copier model and attributes.

6. Confidential Information: The respondent shall clearly specify which information contained in the Proposal response is respondent Information and therefore should be considered exempt by the CGA from disclosure under the Freedom of Information Act (FOIA). The respondent 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 respondent 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 respondent 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.

7. Documentation Required Subsequent to Contract Award: The awarded respondent shall provide proof of the following subsequent to the Contract award:

a. Insurance Certificate: The minimum required levels of insurance are listed the Terms and Conditions section of this RFQ. The awarded respondent must name the State of

CT/CT General Assembly as an additional insured.

b. Nondiscrimination Certification: The execution and submittal of this certificate is a condition precedent to the CGA’s executing the Contract, unless the Contractor is exempt from this statutory requirement, in which case the Contractor must obtain a written waiver from the State’s Commission on Human Rights and Opportunities;

c. Materials and workmanship warranty documentation: Respondent shall guarantee all materials and workmanship under the specifications and the Contract for a period of one (1) year from the date of final acceptance by owner. During this guarantee period, all defects developing through faulty equipment, materials or workmanship shall be corrected or replaced immediately by Respondent without expense to the CGA. Such repairs or replacements shall be made to the engineer’s satisfaction.

d. Manufacturer’s warranty documentation: Respondent shall provide a manufacturer which shall guarantee the product for three (3) years against ordinary wear and tear, or deficiencies in any or all of the component materials of the product, or workmanship deficiencies in the installation of the product.

**PART D EVALUATION**

The quotes will be awarded to the lowest qualified bidder as defined in General Statutes

§2-71p(f)(1).

**ATTACHMENT A SPECIFICATIONS**

Service Center Color Copy Machines Rental and Maintenance Contract # PRCH20REG0001

The awarded respondent shall provide 36 month rental and maintenance services for two (2) color copiers. Copy machines must be new. Contractor will provide one to two on-site training sessions at no cost. Copy machines must meet the following criteria:

• Available space for each machine is 7 ft. x 3 feet.

• Minimum speed: 60 to 75 copies per minute.

• Scanning: Color/B&W up to 200 images per minute.

• Minimum paper capacity of 2,000 sheets.

• Paper weight requirements: 28lb to 90lb.

• Paper size up to 11 x 17.

• Minimum Features: Tri-fold and half-fold, hole punch, booklet maker, hard drive encryption, printer and scanning capability.

• Digital Front End Fiery Controller.

Maintenance services for the term of the agreement shall include the following:

• All parts, labor, drums, toner, developer and staples.

• Service technician must arrive on site to perform evaluation and repair within

4 hours of the service call being placed. In the event both machines are inoperable at the same time, the response time will escalate to 2 hours of the first service call.

• Support services will be needed outside of normal business hours. Outside of normal business hours is defined as 5:00 p.m. to 8:00 a.m., Monday through Friday, and consecutive hours on Saturday and Sunday, including State holidays. During these time periods, a service technician must arrive on site within 2 hours of receiving the service call.

• If equipment cannot be repaired during the term of the agreement, full service replacement, like for like machine, is required.

• Copy machines shall maintain a minimum average 97% uptime for each unit.

Uptime shall be based on a calendar month of thirty (30) days. If a machine fails to meet this requirement for a calendar month, the machine may, at the discretion of CGA, be replaced with new comparable equipment. If within ninety (90) days of the initial installation a machine fails to maintain a 97% uptime it shall be replaced at no additional cost to the CGA.

Reporting options to include:

* Online Device Management access.
* Flexible meter reading reporting, including download functionality.

**ATTACHMENT B**

**PRICING PAGE**

**Contract Title:** Service Center Color Copy Machines, Rental and Maintenance

**Contract Number:** PRCH20REG0001

**Pricing Reflects two machines on a 36 month rental agreement, with option to extend for an additional**

**12 months:**

|  |  |
| --- | --- |
|  | Pricing |
| Monthly rental for two machines | $ |
| Black & White copy click charges | $ |
| Color Copy click charges | $ |
| **TOTAL COST** | $ |
| Delivery lead time (calendar days) |  |
| Estimated delivery/installation date |  |

Pricing included delivery to the Legislative Office Building, installation and set-up. There will be no “click” charges for scanned copies.

**Payment Terms**

Standard payment terms are net forty-five (45) days or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. .

Days

|  |  |  |
| --- | --- | --- |
| Please indicate any early payment discount terms: |  | % Discount, |
| Please indicate if you are a Connecticut SBE/MBE: | MBE | SBE |

**The undersigned agrees to furnish all services and/or commodities to the CT General Assembly as described in Contract at the prices listed above.**

|  |  |  |  |
| --- | --- | --- | --- |
| Company Name: |  | | |
| Company Address: |  | | |
| Signature: |  |  |  |
| Name (Printed): |  |  |  |
| Email: |  |  |  |
| Office Phone #: |  |  |  |

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

(a) Bid: A Bid submitted in response to a

Solicitation.

(b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(c) 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 CGA 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.

(d) 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 CGA; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the CGA, the Contractor, or the State.

(e) Contract: The agreement, as of its Effective Date, between the Contractor and the CGA for any or all Goods or Services at the Solicitation price.

(f) Contractor: A person or entity who submits a Solicitation response and who executes a Contract.

(g) 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.

(h) 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.

(i) 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.

(j) 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 Solicitation.

(k) Goods or Services: Goods, Services or both, as specified in the Solicitation.

(l) 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.

(m) Services: The performance of labor or work, as specified in the Solicitation.

(n) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services, even if the CGA has statutes, regulations and procedures which overlap DAS’s. However, to the extent that the CGA has statutes, regulations or procedures which the CGA determines in its sole discretion to be inconsistent with DAS’s, the CGA’s shall control over those of DAS’s. The

Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation

is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in in the Contract.

(o) State: The State of Connecticut, including the CGA and any office, department, board, council, commission, institution or other CGA of the State.

(p) 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.

(q) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. Contracting Vehicle. The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS “SOLICITATION” AND “BID” IT’S USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms “Solicitation” and “Bid, “as used in this Contract shall be read to mean “Request for Proposals,” Proposal” and “Proposer” or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in the Contract. For purposes of this Contract, to perform and the performance in Attachment A of the Contract is referred to as “Perform” and the “Performance.”

4. Price Schedule, Payment Terms and Billing.

(a) Payment Term: Payment terms under this Contract are set forth in Exhibit B of the Contract. Payment shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/ or Services, or thirty (30) 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 CGA for the Performance. The invoice shall include detailed information for Goods and/or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(b) Price Adjustments:

No price increases are allowed, unless

specifically provided for in Attachment

A.

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 CGA premises

or other destination, Goods, as samples or

otherwise, and other supplies, materials,

equipment or other tangible personal

property. The CGA 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 the

CGA premises and any other location which

the CGA or 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 CGA’s part, in the CGA and the State to use or dispose of the Rejected Goods and Contractor Property, in the CGA’s sole discretion, as if the Rejected Goods and Contractor Property were the CGA’s or 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 CGA or State incur 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 CGA shall invoice the Contractor for

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

(5) they do remise, release and forever discharge the CGA and all State 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 CGA and 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, as appropriate, 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 CGA, such information as the CGA may require to evidence, in the CGA’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 of the Contract and at the prices set forth in Exhibit B of the Contract. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the CGA to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B of the Contract.

7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CGA unless made in writing, and signed by both parties.

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 the CGA. The CGA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the CGA for a breach is without prejudice to the CGA’s or the State’s rights or possible Claims.

9. Termination.

(a) Notwithstanding any provisions in this

Contract, the CGA, through a duly

authorized employee, may Terminate the

Contract whenever the CGA makes a

written determination that such

Termination is in the best interests of the

CGA. The CGA 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 CGA, 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) The CGA 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 CGA for purposes of

correspondence, or by hand delivery. Upon

receiving the notice from the CGA, 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 CGA all

Records. The Records are deemed to be the

property of the CGA and the Contractor

shall deliver them to the CGA 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 CGA 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 CGA, the Contractor

shall cease operations as the CGA directs in

the notice, and take all actions that are

necessary or appropriate, or that the CGA

may reasonably direct, for the protection,

and preservation of the Goods and any

other property. Except for any work which

the CGA 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 CGA shall, within forty-five (45) days of

the effective date of Termination,

reimburse the Contractor for its

Performance rendered and accepted by the

CGA in accordance with Exhibit A of the

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

CGA is not obligated to tender to the

Contractor any payments for anticipated or

lost profits. Upon request by the CGA, the

Contractor shall assign to the CGA, or any

replacement contractor which the CGA

designates, all subcontracts, purchase

orders and other commitments, deliver to

the CGA all Records and other information

pertaining to its Performance, and remove

from CGA premises, whether leased or

owned, all of Contractor’s property,

equipment, waste material and rubbish

related to its Performance, all as the CGA

may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA 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 CGA.

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 CGA deems to be necessary or appropriate.

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 the CGA believes that the Contractor has not performed according to the Contract, the CGA may withhold payment in whole or in part pending resolution of the Performance issue, provided that the CGA notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B of the Contract.

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 the CGA, 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 CGA

shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B of the Contract and the Contractor shall pay the CGA’s invoice immediately after receiving the invoice. If the CGA does not Terminate the Contract, the CGA will deduct such open market purchases from the Contract quantities. However, if the CGA deems it to be in the best interest of the CGA, the CGA may accept and use the Goods and/or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the CGA.

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 CGA shall issue a purchase order

against the Contract directly to the

Contractor and to no other party.

(c) All purchase orders shall be in written or

electronic form, bear the Contract number

(if any), be signed and comply with all other

State and CGA requirements, particularly

the CGA’s requirements concerning

procurement. Purchase orders issued in

compliance with these 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 CGA may, in its sole discretion, deliver

to the Contractor any or all duly issued

purchase orders via electronic means only,

such that the CGA shall not have any

additional obligation to deliver to the

Contractor a “hard copy” of the purchase

order.

15. Indemnification.

(a) The Contractor shall indemnify, defend and

hold harmless the CGA 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 CGA 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 CGA harmless from any liability arising due to the negligence of the CGA or any other person or entity acting under the direct control or supervision of the CGA.

(c) The Contractor shall reimburse the CGA for any and all damages to the real or personal property of the CGA caused by the Acts of the Contractor or any Contractor Parties. The CGA 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 CGA 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 CGA to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the CGA prior to the Effective Date of the Contract evidencing that the CGA is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the CGA. The CGA shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CGA or the CGA 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 CGA'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. The CGA 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.

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 CGA loading dock or

receiving platform. The receiving personnel

of the CGA are not required to assist in this

process. The decision of the CGA 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 CGA 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 CGA unless otherwise stated in the Contract.

(d) All risk of loss and damage to the Goods transfers to the CGA upon Title vesting in the CGA.

21. Goods Inspection. The CGA 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 CGA 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, the CGA 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 the CGA 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 the CGA.

23. Setoff. In addition to all other remedies available hereunder, the CGA, in its sole discretion, may setoff (1) any costs or expenses that the CGA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the CGA and (2) any other amounts that are due or may become due from the CGA 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 CGA. The CGA’s right of setoff shall not be deemed to be the CGA’s exclusive remedy for the Contractor’s or Contractor Parties’ breach of the Contract, all of which shall survive any setoffs by the CGA.

24. Force Majeure. The CGA 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 CGA for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the CGA’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. The CGA may Terminate the Contract if the Contractor fails to comply with the Act.

27. Representations and Warranties. The Contractor, represents and warrants to CGA 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 CGA 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 CGA; 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, 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 the CGA 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 the CGA, 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 Solicitation 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;

(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, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA’s sole determination, compliance with this section;

(u) except to the extent modified or abrogated in the Contract, all Title shall pass to the CGA upon complete installation, testing and acceptance of the Goods or Services and payment by the CGA;

(v) if either party Terminates the Contract, for any reason, they shall relinquish to the CGA all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the CGA;

(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 the CGA’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 CGA'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 CGA 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 CGA, or afford the CGA the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the CGA.

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:

(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 motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles 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.

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 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, proposals, 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 the 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. 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.

(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, (2) a quasi-public CGA, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an CGA of a subdivision, CGA, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1)The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the

Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56,

46a-68e and 46a-68f; and (5) the Contractor

agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical

assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are

treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes

§ 46a-56.

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

subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. 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

(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.

34. Whistleblowing. The 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 CGA 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 CGA 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.

35. 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 or sent via email.

36. 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) **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.

(b) **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.

(c) **Professional Liability:** $1,000,000 limit of

liability.

(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.

37. 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.

38. 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.

39. 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 “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.”

40. Contractor Changes. The Contractor shall notify the CGA 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. The CGA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the CGA’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 the CGA in accordance with the terms of the CGA’s written request. The CGA 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.

41. 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.

42. 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 it’s and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the CGA, State and its agents.

(c) The CGA or 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 CGA or State suspects fraud or other abuse, or in the event of an emergency, the CGA or State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the

CGA/State’s expense.

(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 CGA or 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 CGA or State and its agents in connection with an audit or inspection. Following any audit or inspection, the CGA or 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.

43. Background Checks. The CGA may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the CGA procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the CGA and its agents in connection with such background checks.

44. 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.

45. 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, CGA 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.

46. 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.

(b) The Contractor shall exercise all reasonable care to avoid damage to the CGA property or to property being made ready for the CGA's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CGA.

47. 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.

48. Confidential Information. The CGA will afford due regard to the Contractor’s request for the protection of proprietary or confidential information which the CGA receives. However, all materials associated with the Solicitation 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**,”** the CGA will endeavor to keep said information confidential to the extent permitted by law. The CGA, 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 the CGA or the State have any liability for the disclosure of any documents or information in its possession which the CGA believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

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.

50. Cross-Default.

(a) If the Contractor or Contractor Parties

breach, default or in any way fail to Perform

satisfactorily under the Contract, then the

CGA may, in its sole discretion, without

more and without any action whatsoever

required of the CGA, 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 the CGA. Accordingly, the CGA 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 the CGA, 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 the CGA or the State, then

the CGA may, in its sole discretion, without

more and without any action whatsoever

required of the CGA, treat any such event as

a breach, default or failure to Perform

under the Contract. Accordingly, the CGA

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 the CGA or the

State, as if the Contractor or Contractor

Parties had suffered a breach, default or

failure to Perform under the Contract.

51. 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 CGA and a person for the performance of a governmental function shall (a) provide that the public CGA 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 CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public CGA 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.

52. 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.

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

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

54. 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.

55. Certification as Small Contractor or Minority

Business Enterprise. The Contractor shall

be in breach of this Contract if the

Contractor is certified as a “small

contractor” or a “minority business

enterprise” under Conn. Gen. Stat. § 4a-60g

and that certification lapses during the term

of this Contract.

56. 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 in the Contract.

57. 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 the CGA or State concerning the confidentiality of Confidential Information. Such data- security program shall include, but not

be limited to, the following:

i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

iii. A process for reviewing policies and security measures at least annually;

iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and

v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the CGA 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 CGA 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 CGA in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The

Contractors’ costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA, 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.

58. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the CGA 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.

59. Anti-Trust

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

This section is not applicable to the Purchase of Service Contracts, MOUs between state agencies, leases or grants where the State provides funds but is not "purchasing" directly the goods or services.