

The Connecticut General Assembly

Joint Committee on Legislative Management

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REQUEST FOR PROPOSAL

CAFETERIA SERVICES

JCLM20REG0027

PROPOSAL DUE DATE: FEBRUARY 4, 2020

TIME: 12:00 pm (noon)

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PART A CONTRACT INFORMATION

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 Official Agency Contact Information

Attention: Eric Crockett
CGA Contracting Group
Office of Legislative Management
Legislative Office Building; Room 5100
300 Capitol Avenue
Hartford, CT 06106

CGAContracting@cga.ct.gov
(860) 240 – 0100

A.3 Term of Contract

The Contract will be in effect from the date the Contract is executed by both Contractor and the CGA (the "Effective Date") through June 30, 2025, with the option to extend this Contract upon mutual agreement of both parties one or more times for a combined total period not to exceed the complete length of the original term.

A.4 Procurement Timeline

Milestone	Description of Milestone	Date
Issue the RFP	Posted on the DAS State Contracting Portal at https://biznet.ct.gov/SCP_Search/BidResults.aspx?groupid=128	January 3, 2020
Pre-Solicitation Meeting	Non-mandatory pre-solicitation meeting will be held.	January 10, 2020 1:00PM Public Hearing Room 1C
Question Deadline	Questions shall be submitted via email to CGAContracting@cga.ct.gov .	January 14, 2020 12:00PM (noon)
Answers & Amendments to RFP	All amendments to the RFP and response to written questions will be published on the DAS State Contracting Portal.	January 16, 2020 5:00PM
Proposal Delivery	All sealed proposals must be submitted to the CGA Contracting Group at the Office of Legislative Management; Legislative Office Building; 300 Capitol Avenue; Room 5100, Hartford, CT 06106-1591.	February 4, 2020 12:00PM (noon)

PART B SCOPE OF WORK

B.1 Project Scope

The CGA is seeking a food service management company to provide the legislature with high-quality food service, including innovative food service offerings, programs, and catering. Food quality and service should be above-average and comparable with area restaurants and cafeterias. The cafeteria at the Legislative Office Building (LOB) should meet the needs of legislators, staff, and visitors by providing high-quality food, convenience, and quick service. Food service is provided as a service to the legislators, staff, and visitors at the State Capitol and LOB. It is not considered as a part of the employee benefit package. The operating concept and design provides for flexibility to adjust to different populations during legislative sessions and in off-session periods.

B.2 Current Food Service Information

Upon contract award, the awarded respondent shall provide food services in a similar manner as the current food services program provided at the CGA.

B.2.1 Current Customer Information

(a) Building Attendance

i. Session

The Connecticut Legislature has a five-month (5-month) session (January through June) in odd-numbered years and a three-month (3-month) session (February through May) in even-numbered years. Session begins on the first Wednesday after the first Monday of the month and ends on the first Wednesday after the first Monday of the month. During these periods, the Monday to Friday population estimate is as follows:

Legislators	187	persons per day
Staff, Full Time, Permanent	400	persons per day
Staff, Full Time, Temporary	190	persons per day
Interns	40	persons per day
Visitors	200	persons per day - average
TOTAL	1,017	persons per day - average

ii. Out of Session

During the periods when the Legislature is not in session, an estimate of the Monday to Friday population is as follows:

Legislators	30	persons per day
Staff, Full Time, Permanent	400	persons per day
Staff, Full Time, Temporary	50	persons per day
Interns	0	persons per day
Visitors	100	persons per day - average
TOTAL	580	persons per day - average

iii. Building Attendees

Staff counts include people in the LOB and the Capitol building, which are connected through underground concourse. Visitors from outside the building include state employees and private sector employees from nearby office buildings. Visitors also include tourists visiting the Capitol as well as those attending legislative events such as lobbyists. The facility is closed on Saturday and Sunday (with the exception of legislative sessions held on the weekends) and on the twelve legal State holidays. Public transportation is available to and from the city of Hartford and is in close proximity to the LOB.

(b) Competition

- i. Departmental Coffee Services – Employees currently utilize departmental coffeepots, but the awarded respondent will not be involved with the associated supply, service, or sanitation of these coffeepots;
- ii. Vending Machines – Beverages, snacks, and cold merchandise vending machines are available within the buildings, and are maintained by the Bureau of Education and Services for the Blind (BESB);
- iii. LOB Newsstand – There is a newsstand with candy and sundry products in the LOB. No beverages, pastries, or sandwiches are offered. This is also maintained by BESB;
- iv. Neighborhood Restaurants and Outside Catering – Offices are not exclusively limited to ordering catering from the awarded respondent and may order from outside restaurants and companies for catering;
- v. Food Trucks – Food trucks are often outside Bushnell Park on Elm Street in the middle of the day, dependent on weather. Food trucks are not allowed on the Capitol Complex except for the Old State House;

- vi. OPM Cafeteria – While not open to the public, the cafeteria on 470 Capitol Avenue does provide food services to employees of the CT Office of Policy and Management, Department of Developmental Services, and Department of Public Health;
- vii. State Office Building Cafeteria – Starting in 2020, the State Office Building on 165 Capitol Avenue will reopen after renovations and will include a cafeteria.

B.2.2 Description of Facilities:

(a) General

The LOB and the Capitol Building are located at 300 and 210 Capitol Avenue, respectively. The buildings are connected by an above-ground walkway as well as an underground pedestrian tunnel. In addition to the two buildings, there is a small park and a five-level parking garage, which the awarded respondent's personnel may park free of charge. The LOB is a 240,000-square-foot, five-story building configured around an atrium central court. The Capitol Building was constructed over 140 years ago and is approximately 165,000 square-feet. In the LOB, there is a main kitchen with storage, bathrooms, lockers, and a cafeteria seating for approximately 160 people within a short distance from the main building entrance. The cafeteria is located on the first floor of the LOB. The "First in Flight Café" kiosk is located on the LOB third floor. The awarded respondent may utilize a small office area located next to the private dining room. Restrooms and lockers are located in the food service space near the storage spaces. Receiving is located on the LOB first floor with easy and direct access to the food service areas. The garbage dumpster is located near the receiving dock;

(b) Seating Area Description

The cafeteria general seating area has approximately 160 seats. In addition, there is a separate adjacent area, the private dining room, of approximately 65 seats in which a dividing wall can be used to create a closed room for select events and staff trainings. The seating area and/or dining room are used by in-house personnel and outside groups for various functions. In all cases, the building personnel or outside group is responsible for returning the areas to the original layout. Functions in the dining room are held outside of regular cafeteria hours. There is no smoking allowed in any portion of the cafeteria. There is an outdoor seating area with picnic tables for approximately 100 patrons. Due to security, there is no direct access from the cafeteria to the outdoor area. Patrons must exit the building at the LOB west entrance and walk over to the area. Access to servery is available through a set of lockable doors. Tray pick-up area is within the servery. Current permanent trays are trapezoid sized and are 14" x 18". Both permanent and disposable trays must be available. Tables shall be set with disposable salt and pepper shakers;

(c) Kitchen Storage

Space is provided for the following number of days of storage:

	Number of Days
Refrigerator - Meat/Vegetables/Dairy	3
Freezer	5
Dry Stores - Food/Paper	5
Dry Stores - Cleaning (Dishwashing area)	5

(d) Equipment

- i. Upon contract start date, the awarded respondent may utilize all CGA owned existing fixed and movable equipment located in the kitchen and the kitchen servery. **Attachment G** outlines all the fixed and movable equipment located in the kitchen that the CGA owns and will maintain. The awarded respondent shall maintain and/or replace all equipment in the kitchen and kitchen servery that is CGA owned but not listed in **Attachment G**. Any and all equipment replaced or added by the awarded respondent which is in use at the end of the contract term shall become CGA property upon contract expiration;
- ii. The awarded respondent shall provide all cash registers, small wares (i.e., pots, pans, utensils, service pieces, etc.), office furniture (beyond desks and chairs), working capital and any other required items other than those listed in **Attachment G**. These items remain the property of the awarded respondent; and
- iii. The following expenses will be paid directly by the CGA:
 - (A) Utility costs for the area, including cooking fuel;
 - (B) Furniture, fixtures, and equipment;
 - (C) Repairs and maintenance of state-owned fixtures, furniture, and equipment listed in **Attachment G**;
 - (D) Exterminating service; and
 - (E) Garbage removal.

B.2.3 Current Cafeteria Operating Program

(a) Operating Days and Hours

- i. Current service operating hours are as follows:

While the Legislature is in Session

Full Breakfast Menu	7:00 AM - 10:00 AM
Grab & Go	10:00 AM - 11:00 AM
Lunch Menu	11:00 AM - 3:00 PM (Salad Bar closes at 2:30 pm)
Grab & Go	3:00 PM - 4:00 PM
Kiosk	8:00 AM - 4:00 PM

July through December

Full Breakfast Menu	8:00 AM - 10:00 AM
Grab & Go	10:00 AM - 11:00 AM
Lunch Menu	11:00 AM - 2:00 PM
Grab & Go	2:00 PM - 3:00 PM

All Remaining Times

Full Breakfast Menu	7:00 AM - 10:00 AM
Continental Breakfast Menu	10:00 AM - 11:00 AM
Lunch Menu	11:00 AM - 2:30 PM
Snack and Beverages Menu	2:30 PM - 4:00 PM

- ii. The legislature may hold late evening meetings, hearings, and/or sessions, on average between ten and twenty evenings per year. The CGA will provide 24 hours' advance notice when the cafeteria or "First in Flight Café" will be required to be open for the additional hours of 5:00 PM - 8:00 PM. At these times, the awarded respondent is expected to provide a limited menu. There are occasional Saturday or Sunday sessions for which the cafeteria will need to be open with a limited menu.

(b) Breakfast and Salad Bar

The Breakfast and Salad Bar operate during all periods for breakfast and lunch, and is designed to serve a breakfast bar in the morning and salad items at lunch.

(c) Soup Station

The Soup Station operates during all periods for lunch.

(d) Pizza/Grill/Hot Food/Deli Stations

The grill, hot food, and deli stations operate throughout the year for breakfast and lunch. Such separate areas serve hot entrees, grilled items, deli sandwiches, and selected hot and cold beverages. The Grab and Go case also includes box lunches and pre-made salads. The Pizza station operates during session and select days out of session.

(e) "First in Flight Café" Kiosk

The third floor LOB kiosk, "First in Flight Café," operates only during session. The kiosk serves a variety of unique pre-made cold salads, fruit cups, specialty Boar's Head branded sandwiches, and a variety of hot and cold beverages. The kiosk also offers snacks and pastries in a display case. Items not offered in the cafeteria may be priced higher, but items offered in the cafeteria must not be priced higher at the kiosk. The awarded respondent must obtain and maintain all appropriate licenses and permits for the First in Flight Cafe as also required for the cafeteria.

(f) Take Out

The awarded respondent must provide take out service. Take out service is estimated at 30% (during session periods as much as 50%) of cafeteria business.

(g) Menus

The "Typical Menu Items" in **Attachment E** are presented to provide a guide to style, type, and minimum number of items expected to be served at the various sections. Weekly menus are posted online on the CGA's intranet. They do not necessarily reflect actual items that are required to be on the menus. In addition to the standard menu items, the following are currently provided as part of the current cafeteria's offerings:

- i. Starbucks coffee station;

- ii. Panini and "overstuffed" sandwiches;
- iii. Rotating carvery;
- iv. Homemade side salads to accompany some featured specialties;
- v. Italian salads as an addition to the pasta/pizza station;
- vi. Homemade soups;
- vii. Fresh baked muffins;
- viii. "Grab-and-Go" lunch and breakfast selections;
- ix. Omelet bar;
- x. Lunch pre-ordered sandwiches;
- xi. Weekly cook to order station;
- xii. Special cafeteria events and promotions;
- xiii. Healthy choice options;
- xiv. "Frequent User" card programs for coffee/tea purchases and deli specials purchases; and
- xv. Gift Certificates;

(h) Cafeteria Menu Portion Specifications:

- i. Portions are planned to be comparable with commercial competition; and
- ii. **Attachment F** lists representative items and required portion sizes.

(i) Food Presentation

Food presentation shall be comparable with quality commercial cafeteria operations. Food displays shall be visually appealing and plate presentation shall include appropriate garnish where applicable.

(j) Production Methods

Where practical, all cafeteria menu items requiring advance cooking shall be done a maximum of one day prior to the day of service. The awarded respondent must be cognizant of those with food allergies, those who are gluten-free, and those who are vegan when preparing food.

(k) Food Purchasing Standard

- i. Food purchase standards shall be of the quality that is accepted within the industry. However, products shall meet or exceed the following quality standards:
 - (A) Beef - Cooked oven ready or portion cuts are not to be below "Good" standard;
 - (B) Provisions - Selection No. 1;
 - (C) Produce - U.S. No. 1 or Fancy;
 - (D) Dairy - Grade A;
 - (E) Canned Vegetables - Fancy;
 - (F) Canned Fruits - Choice; and
 - (G) Frozen Vegetables - Grade A;
- ii. The following additional purchases and recipe standards are provided for further guidance:
 - (A) Purchased fully-cooked roast beef may be used;
 - (B) Kosher style corned beef shall be purchased fully-cooked;
 - (C) Turkey for sandwiches or plates shall be breast and may be purchased fully cooked. Turkey Roll is not acceptable;
 - (D) Sausage patties are to be all meat;
 - (E) Domestic canned Pullman Hams are acceptable;
 - (F) Salami may be domestic hard;
 - (G) Steak Umms may be used for steak sandwich;
 - (H) All beef hamburgers are to be based on a 90/10 ratio of meat to fat;
 - (I) Shrimp meat may be used for shrimp salad, chow mein or newburgs;
 - (J) Tuna and Shrimp Salad may not have any filler except celery, which may not exceed 20% of total finished weight;
 - (K) Frankfurter and knockwurst shall be all beef;
 - (L) Veal cutlet may be commercially formed patties of chopped veal;
 - (M) Frozen raw pre-portioned and breaded fish, clams, scallops and oysters for frying may be used;
 - (N) Purchased cole slaw, potato salad, and macaroni salad may not be used;
 - (O) Frozen strawberries in liquid can be used. Ratio of berries to total weight shall be a minimum of 80%;
 - (P) All canned fruits may be purchased in light syrup;
 - (Q) Canned puddings may be purchased; and
 - (R) Only brand name products shall be used that are visual to or taken by the customers.

- (l) Cafeteria Pricing
Pricing standard is to be market competitive and established pricing will be subject to CGA approval. The awarded respondent shall maintain the pricing listed on the Per Item Pricing Page (**Attachment C**) submitted in the proposal until both parties agree to a rate adjustment, in writing. The awarded respondent shall not implement any proposed rate changes until the CGA has approved the rate change in writing. The awarded respondent may submit a price adjustment proposal on an annual basis: no more than one (1) month before December 1 each year of the contract term. If a price increase is not requested by the date indicated above, the awarded respondent shall forfeit its right to adjust prices until the following year. Any proposed price adjustments shall be in an amount equal to the lesser of an average of 4% annually, or the twelve month percentage change prior to the date of the price adjustment request in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, Food Away from Home, or a mutually agreed upon comparable index if that index is not available. The Contractor shall not implement a price increase any sooner than ten (10) business days following the CGA's written approval of said price increase. Price increases subsequent to a year when a price increase was forfeited shall not be cumulative for the year or years that the awarded respondent did not exercise its price increase option. The awarded respondent may also submit a price adjustment proposal in the event of unforeseen market conditions. The CGA reserves the right to deny any price adjustment proposal submitted in accordance with this section.
- (m) Catering
Catering may take place in the dining room, public areas, offices, and the general cafeteria space. The awarded respondent must be available to take catering orders online, by phone, and in person. While the awarded respondent does not have exclusive rights to catering, the kitchen facility cannot be used by outside caterers serving functions in the state capitol complex. While maintaining a proper liquor permit, the awarded respondent shall have the ability to exclusively provide bartenders and beer and wine for catered events.
- (n) Sales
Cafeteria, catering, and kiosk sales by month for the past three years are outlined in **Attachment D**.
- (o) Events and Promotions
The awarded respondent shall hold special events and promotions at least once per month during the contract. The awarded respondent shall publicize such events and promotions through signage and through email blasts.
- The awarded respondent shall operate the annual CGA holiday breakfast on the morning of either December 24th or on the morning of the last business day before December 25th. The awarded respondent shall provide an all-inclusive breakfast buffet of scrambled eggs, bacon, sausage, pancakes, Danish, coffee, tea, juice, etc. The awarded respondent shall sell tickets in the weeks leading up to and on the day of the holiday breakfast event. Ticket pricing will be based upon an agreed upon price and an agreed upon reimbursement portion to be paid by the CGA for each ticket collected at the breakfast.
- (p) Cashier Stands
The awarded respondent shall provide four (4) positions with scales and registers which have the capability to handle debit and credit transactions and possess a POS system software that can generate sales analytics down to per item sales. There is no storage within the register stands. From 11:30 AM to 2:00 PM for each day during the regular legislative session, three to four cash registers must be in service and staffed. During non-session periods, two to three cash registers must be in service and staffed between 11:30 AM and 2:00 PM.
- (q) Menu Monitors & Directional Map
There are four large flat screen monitors that display current menus at each service station in the servery. One additional large flat screen monitor in the entryway alternates between displays of a directional map of the cafeteria layout and the daily specials. The CGA shall provide the monitors and maintain a digital signage/content management software solution (Signum Digital Signage) to feed into each monitor. The awarded respondent shall provide to the CGA any proposed content and revisions for the monitors in a timely manner.
- (r) Condiment, Permanent, and Disposable Utensils, Napkin Stands, and Service Pieces
The awarded respondent shall maintain two (2) stands with double utensil and napkin dispensers. There is storage underneath. Permanent ware and disposable sustainable ware for take-out shall be available at all cafeteria stations except for hot and cold beverages, which will be disposable ware only. Both permanent and sustainable, biodegradable disposable products (plates, bowls, salad dishes, and flatware) are to be in service

and available throughout the year. All disposable ware is to be eco-friendly, biodegradable, and free of PFAS (per- and polyfluoroalkyl substances). Styrofoam is specifically banned. Per Public Act No. 19-117, effective on August 1, 2019, any plastic bag provided by the Contractor must be taxed at 10 cents per bag. On or after July 1, 2021, all plastic bags will be banned from being provided to customers.

- (s) Bussing and Dishwashing
Patrons of the cafeteria will self-bus to the area outside the dish room. Patrons will dispose of garbage and recyclable items in the appropriate containers and place their tray, dishes, and utensils on the dishwasher conveyor belt drop off as they leave the dining area. Dish room personnel will separate items and wash trays, dishes, and utensils. Food service personnel shall return clean ware to designated service points during and at the end of mealtime.
- (t) Garbage Handling and Cleaning Responsibilities
 - i. Plastic lined garbage containers are located throughout service counter, dishwashing, and kitchen areas;
 - ii. Food service personnel shall:
 - (A) Empty cans and remove plastic bags to dumpsters located near the rear door as often as required;
 - (B) Clean all food service equipment in addition to floors, walls, and ceilings in the kitchen, servery serving counters, dishwashing area, storeroom, and locker rooms;
 - (C) Clean tables in the cafeteria/dining room seating areas;
 - (D) Comply with all aspects of the CGA's recycling program established for the LOB and Capitol Building, which currently includes sorting white paper, newspapers, corrugated cardboard, from bottles, cans, glass, and metal.
 - (E) Place compostable food scraps by the end of each day in designated containers provided by the CGA; and
 - (F) Place grease for disposal by the end of each day in containers provided by the awarded respondent's grease disposal contractor. The awarded respondent shall be responsible for having containers picked up promptly when full.
- (u) Receiving
Food will arrive at the receiving dock adjacent to the main kitchen and be transported on platform trucks by the driver to the main kitchen. All deliveries will then be counted or weighed for quantity, checked for quality, and placed in appropriate main kitchen storage areas by food service personnel. State Capitol Police personnel will screen all deliveries prior to leaving the loading dock area.
- (v) Employees
The awarded respondent shall provide professional company uniforms, per CGA approval, to its employees that must be worn at all times. Employees shall not be on their phones in public areas while they are working. Employees shall not engage in any partisan activities including any public display of any political sentiment in eyesight of customers. While the awarded respondent is not required to maintain all current workers employed at the LOB cafeteria, it shall offer current on-site employees the opportunity to interview for available positions.
- (w) Employment of People with Disabilities
Respondents are encouraged to consider employing people with disabilities and give them equal opportunity to jobs at this site. Currently, The Hartford Association for Retarded Citizens (HARC), 900 Asylum Avenue, Hartford, is staffing the dish room with clients. This program has proved to be mutually beneficial to the current vendor and HARC. To support the spirit of C.G.S. § 10-303, the awarded respondent is encouraged to work with BESB to train available legally blind or sight-impaired individuals and consider hiring qualified trainees as employees.
- (x) Advertising
Logos, advertising, or other proprietary information are allowed on uniforms, menu boards, and other items installed at the State Capitol Facilities upon CGA approval.
- (y) Health Department Licensing & Inspections
During the contract term, the awarded respondent must meet or exceed all applicable licensing and regulatory requirements of the city health department and state Department of Consumer Protection, Food and Standards Division. The awarded respondent must pass all food service inspections, report the inspection and submit results to the CGA, and retain a FDA Food Code GRADE A throughout the contract term.

B.3 Financial and Budget Information

The awarded respondent shall submit monthly sales data for the cafeteria, catering, and kiosk from the previous month. The awarded respondent shall submit annual Audited Financial Statements prepared and certified by a Certified Public Accountant for the CGA food service operation on the first day on each new contract year throughout the contract.

The CGA reserves the right to conduct an independent audit of the awarded respondent's financial records relating to the CGA food service operation as it deems appropriate.

B.4 Management Fee

The awarded respondent shall propose a yearly flat management fee from the CGA to the CGA in **Attachment B** to operate the cafeteria. The CGA will not be responsible for covering any potential Contractor losses or expenses not expressly outlined in Section (d)B.2.2(d), but the CGA will not require a share in any potential Contractor profits. Respondents are advised to refer to historical sales figures in **Attachment D** and propose a management fee that recognizes and reflects fluctuations in sales based on long or short session years and session and out-of-session months.

B.5 Subcontractor

Subcontractors must be acceptable to the CGA and be approved in writing by CGA representatives prior to the subcontractor starting any work on this project. The awarded respondent shall assume responsibility for all services offered in its proposal whether they are provided by the respondent or a subcontractor. The respondent shall be the sole point of contact with regards to all matters, including subcontractor performance.

PART C PAYMENT TERMS

C.1 Compensation Amount

There shall be no reimbursement for travel and/or travel-related expenses. Any other expense reimbursements shall be CGA approved and be supported by detailed paid receipts for charges incurred prior to payments being made by the CGA. Credit card slips or statements are not acceptable. All costs of consumable materials and shipping shall be included in the Pricing provided in response to this RFP. No additional compensation will be made to the awarded respondent for consumable materials and/or shipping.

C.2 Invoice Guidelines

C.2.1 Properly Prepared Invoice

A properly prepared invoice shall include:

- (a) The purchase order number;
- (b) Invoice date;
- (c) Invoice number;
- (d) A description of the service provided and the services dates, including the number of guests served (when applicable) and a detailed description of the food and beverages provided for the event; and
- (e) All invoices shall reflect the lines on the signed purchase order;

The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above.

C.2.2 Support for Hourly Labor Charges

The awarded respondent shall submit certified payrolls on a biweekly basis as follows:

- (a) Copies of certified payrolls including Classification of worker, as well as wage and benefit rate;
<http://www.ctdol.state.ct.us/wgwkstnd/forms/payrollcert1.pdf>;
- (b) Contractor Wage Certification Forms.
<http://www.ctdol.state.ct.us/wgwkstnd/forms/contractwage.pdf>;

C.2.3 Frequency of Billing

Invoices shall be submitted upon completion of the deliverables outlined in this RFP.

C.2.4 Service Wage Project

This is considered a service wage project. All proposals shall incorporate the service wage rates as indicated on the Certified Payrolls Form. (**Attachment H**)

C.2.5 Payment Terms

Payments for Goods and Services shall be made only after the CGA receives and accepts the 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.

C.3 Fifteen Dollar Minimum

Pursuant to C.G.S. 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 D PROPOSAL REQUIREMENTS

D.1 Proposal Submission Guidelines

Respondents shall submit proposals in accordance with the following guidelines:

D.1.1 Proposal Form

Respondents shall submit the one original copy of the proposal and one electronic copy of the proposal on a CD, DVD or USB flash drive in a SEALED shipping box or envelope. The electronic version of the proposal can be submitted in Portable Document Format (.pdf) and or Microsoft Word format;

D.1.2 Mailing Address

Proposals shall be mailed to the following address:

Contracting Group
Office of Legislative Management
Legislative Office Building, Room 5100
300 Capitol Avenue
Hartford, Connecticut 06106

D.1.3 Labeled Proposals

Respondents shall affix the following label to the outside of the shipping box or envelope:

SEALED PROPOSAL TITLE – REQUEST FOR PROPOSAL	Cafeteria Services
CONTRACT ID:	JCLM20REG0027
DEADLINE FOR RECEIPT:	February 4, 2020 12:00PM (noon)
CONTACT NAME:	Eric Crockett

D.2 Required Proposal Documentation

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

D.2.1 Section A – Experience and Knowledge

(a) Respondent Experience and Knowledge:

- i. Respondent shall show a minimum of five (5) years of proven successful experience in operating food service facilities similar in size and prestige as described in this RFP;
- ii. Description of the respondent including:
 - (A) Size of firm (number of employees);
 - (B) Resources;
 - (C) Years in business;
 - (D) Location;
 - (E) Current arrangements with Subcontractors; and
 - (F) Indication of the percentage of annual sales that this contract represents;
- iii. Reference accounts, including the following:
 - (A) Name, title, address and telephone number of reference;

- (B) Overview of the account;
 - (C) Duration of the contract;
 - (D) Total fees associated with the project; and
 - (E) Respondents should choose reference accounts that are similar in size and type to the description of the food service facility described in this RFP;
- iv. Respondents shall provide a list of all accounts it has lost within the past eighteen (18) months that are similar in size and service to the LOB facility. This list shall include: Name of Facility; Address; Contact Person and Telephone Number; Population of Facility; Scope of Service; Years of Involvement and Type of Financial Arrangement; and Reason for Termination.
- (b) Individual Experience and Knowledge:
 - i. Name and title of personnel assigned to the project;
 - ii. Evidence of five years of experience with projects similar to that described in this RFP;
 - iii. Resumes OR educational qualifications including professional association memberships;
 - iv. Reference projects for each individual listed in this section (same format as listed above) along with contact information;
 - v. Demonstrate that individuals assigned to work on this project by the respondent can meet the requirements listed in Section B above.
- (c) Subcontractor Experience and Knowledge:
 - i. List of Subcontractors to be used to perform work;
 - ii. Description of the services to be provided by each Subcontractor;
 - iii. Description of Subcontractor:
 - (A) Size of firm (number of employees);
 - (B) Years in business;
 - (C) Principal Place of Business;
 - iv. Subcontractor's experience with projects similar to that described in this RFP;
 - v. Reference projects for each individual listed in this section (same format as listed above) along with contact information;

D.2.2 Section B – Terms and Conditions Acknowledgement

All respondents shall acknowledge that the CGA Terms and Conditions included in this RFP in **Attachment I** will be included in the awarded contract. Any exceptions to the CGA Terms and Conditions shall be included in the proposal in Section M.

D.2.3 Section C – Forms

Respondents shall complete and 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](#)
- [Certification Form](#)
- [CHRO Contract Compliance Monitoring Report](#)
- [Vendor Profile](#)
- [W-9 Form](#)
- [Notice of Campaign Contribution and Solicitation Limitations Form](#)

D.2.4 Section D – Management Fee Pricing Page

All proposals shall include this completed form (**Attachment B**).

The awarded respondent shall propose a yearly flat management fee in **Attachment B** to operate the cafeteria. The CGA will not be responsible for covering any potential Contractor losses or expenses not expressly outlined in Section B.2.2(d), but the CGA will not require a share in any potential Contractor profits. Respondents are advised to refer to historical sales figures in **Attachment D** and propose a management fee that recognizes and reflects fluctuations in sales based on long or short session years and session and out-of-session months.

D.2.5 Section E – Per Item Pricing Page

All proposals shall include this completed form (**Attachment C**). Selling prices without tax for the cafeteria should be similar to those charged at comparable commercial facilities in the central business district of Hartford. Respondents may propose and include additional items and pricing to this form.

D.2.6 Section F – Weekly Menus

All proposals shall include four (4) weekly menus for daily food service.

D.2.7 Section G – Catering Menus

All proposals shall include a catering menu with pricing.

D.2.8 Section H – Operating Plan

All proposals shall include an Operating Plan which:

- (a) Defines the positions for which your company would be recruiting and hiring people with and without disabilities;
- (b) Provides an outline of training your company would be providing to personnel;
- (c) Describes unique or innovative programs or merchandising your company proposes to be implemented in addition to what is required by this RFP. Please include proposed pricing for these programs and additional menu items they may necessitate;
- (d) Provides an example of the format in which your company would provide monthly reports of financial results during the contract term;
- (e) Describes how your company would meet the requirement to provide all cash registers, small wares (i.e., pots, pans, utensils, service pieces, etc.), office furniture (beyond desks and chairs), and working capital;
- (f) Indicate exceptions or revisions to the current service described in Sections B.2.1, B.2.2, and B.2.3. No response will be construed as an acceptance of these exceptions or revisions; and
- (g) Indicate any required revisions to the current layout of the serverly or kitchen to implement your operating plan.

D.2.9 Section I – Organizational Plan

All proposals shall include an Organizational Plan which includes:

- (a) An organizational chart showing the relationship of the unit manager to the corporate hierarchy;
- (b) A job description of the unit management and hourly job classifications;
- (c) An outline of how supervision would be carried out, including the background of the person who will directly supervise this account and who will support the manager when he or she is out of the office;
- (d) Management resources available to assure uninterrupted service capability; and
- (e) Locations of corporate headquarters and resources available from this location.

D.2.10 Section J – Financial Statements & Projections

- (a) Submit two years of the most recent financial statements.
- (b) Submit a business plan including a pro forma financial statements for the business entity and the impact of the proposed services (balance sheet, income statement and statement of cash flow), along with a detailed line operating budget for the proposed services noted in the RFP.
- (c) Please provide a listing by percentage of your top ten revenue customers as a percentage of total revenues.

D.2.11 Section K – New Initiatives

Respondents shall propose new initiatives that may include, but are not limited to the following:

- (a) Propose possible new approaches/strategies to the Cafeteria, First in Flight Café Kiosk and catering.
Such approaches may include:
 - i. Partner with local Hartford area restaurants on a rotating basis to showcase and provide a variety of foods, all prepared off-site and served like a catered event;
 - ii. Partner with a local coffee shop to provide premium coffee products;
 - iii. Partner with a national or local franchise;
 - iv. Offer fresh sushi as a periodic menu item;Such financial agreements for profit-sharing would be the responsibility of the awarded respondent. The CGA will have final approval of all local partners and each financial agreement. The fifteen dollar an hour minimum requirement per C.G.S. 2-71p(i) in Section C.3 would apply to the partner too. The awarded respondent would be responsible for providing any additional equipment that partners will need that is not already provided at the kiosk. The award respondent must also maintain all necessary insurance, permits, and licensing on behalf of the partner.
- (b) Introduce new menu items that include gluten-free, nut-free, vegan, and vegetarian options;
- (c) Utilize per item sales analytics from its POS system to customize and adjust the menu throughout the contract term based on consumer sales and trends;
- (d) Propose More and New Open Food Bar Themed Options
Currently, the weekly offerings at the food bar feature rotating pasta dishes (every other Tuesday), Greek gyro bar (every other Tuesday), hot baked potato bar (Wednesdays); and a taco bar (Thursdays). The awarded

respondent may propose new open bar themed options (i.e. a lunch poke bowl bar or an oatmeal topping bar for breakfast);

- (e) Provide recommendations to improve set up, traffic flow, food stations, and cashier placements;
- (f) Propose strategies to improve social media presence (Google Reviews, Yelp, Facebook, Instagram, etc.) to build awareness and attract outside customers; and
- (g) Provide nutritional facts and calorie information for popular menu items.

D.2.12 Section L – 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.

D.2.13 Section M – Exceptions

The respondent shall clearly indicate all exceptions to the specifications, terms and/or conditions of the Request for Solicitation.

D.2.14 Section N – Bid Bond

The respondent shall submit a Bid bond in the amount of twenty-five (\$25,000) thousand dollars along with the proposal. Failure to furnish a Bid bond in the proper form and amount with the proposal will be cause for rejection of the proposal. A Bid bond shall be in the form of a firm commitment as follows: a Bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. All checks shall be made payable to "The Joint Committee on Legislative Management." Bid guarantees other than Bid bonds will be returned (a) to unsuccessful respondents as soon as practical after the opening of the proposal, and (b) to the successful respondent upon execution of such further contractual documents and bonds as may be required by the proposal. A letter of credit cannot be substituted for a Bid bond.

D.3 Documentation Required Subsequent to Contract Award

The following shall be provided subsequent to the Contract award.

D.3.1 Insurance Certificate

Please see minimum required levels listed in the Terms and Conditions section of this RFP. The awarded respondent must name the State of CT/CT General Assembly as an additional insured;

D.3.2 Nondiscrimination Certification

Public Act 11-55 and Public Act 11-229 have amended the nondiscrimination provisions of the Connecticut General Statutes to add gender identity or expression to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of an affidavit or resolution. Accordingly, this form is a certification that the successful Contractor must deliver executed at the time that it executes the Contract. 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;

Please refer to the following guidelines when completing the Nondiscrimination Certification:

- **Form A. Representation:** For use by an [individual](#) when entering into any Contract, [regardless of Contract value](#).
- **Form B. Representation:** For use by an [entity](#) when entering into any Contract valued at [less than \\$50,000](#) for any year of the Contract.
- **Form C. Affidavit:** For use by an [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the **Contract and** the entity certifies through an [affidavit](#) that a complying nondiscrimination policy is currently in place.
- **Form D. New Resolution:** For use by an [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the Contract **and** the entity has a complying nondiscrimination policy adopted by a [new resolution](#) of the board of directors, shareholders, managers, members, or other governing body.

- **Form E. Prior Resolution:** For use by an [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the Contract **and** the entity has a complying nondiscrimination policy adopted by a [prior resolution](#) of the board of directors, shareholders, managers, members, or other governing body.

D.3.3 Licenses and Permits

All respondents shall provide copies of the following licenses and permits, which must be recorded at the Hartford Town Clerk's Office upon contract award:

- (a) Food license from the City of Hartford Department of Health and Human Services;
- (b) Connecticut Liquor Permit from the Connecticut Liquor Commission. The awarded respondent may begin contract performance without a valid liquor license as long as it provides documentation that it has applied for the liquor license and that the application is being processed; and
- (c) Caterer's permit.

D.3.4 Performance Bond

The awarded respondent shall furnish a performance bond for the protection of the CGA in accordance with C.G.S. §49-41 (b) in the amount of \$50,000 within fifteen (15) days of notification of award and prior to the execution of the awarded contract.

D.3.5 Gift and Campaign Contribution Ban Acknowledgement Form

The awarded respondent shall complete and submit this form pursuant to Public Act 07-1 and C.G.S. §4-252 as a condition precedent to the execution of the Contract;

PART E EVALUATION OF PROPOSALS

E.1 Mandatory Requirements

Prior to submitting a proposal, each respondent shall examine the RFP and may visit the site of the work. Each respondent shall fully inform themselves prior to submitting the proposal as to the existing conditions and limitations under which the work is to be performed, and shall include in the proposal a sum to cover the cost of items necessary to perform the work as set forth in this RFP. No allowance will be made to a respondent because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the respondent has made such an examination. CGA will determine if proposals include all the mandatory requirements and are complete submissions. The CGA has the sole discretion to decide if proposals are nonresponsive to this RFP.

E.2 Qualitative Elements

Once it is determined that the proposal(s) are complete submissions, the proposal will be given to the Evaluation Committee for review. The following factors will be scored by the Evaluation Committee. Each factor will be scored using a scale of 1 through 5. The individual ratings for each member of the Evaluation Committee will be combined and averaged and then multiplied by pre-set criteria weights.

Evaluation Criteria	
1	Respondent's relevant expertise, experience, and qualifications
2	Professional experience and references of Respondent's personnel
3	Quality of food service operations in other facilities of similar size and service
4	Proposed management fee
5	Per item pricing, and catering pricing
6	Innovation of menus and new proposed initiatives
7	Operating and Organizational Plans
8	Financial condition
	TOTAL

E.3 Presentations

After review of the proposals by the evaluation committee, the CGA may schedule times for some or all respondents to make presentations. During these presentations, the respondent(s) may be asked to provide an overview of their written proposal, answer questions and/or provide clarifications.

E.4 Contract Award

All respondents will be notified of the Contract award once approved by the Legislative Leaders. The CGA will send letters to all respondents indicating the proposal selected for Contract award.

PROPOSAL CHECKLIST

Contract Title: Cafeteria Services
Contract Number: JCLM20REG0027

PROPOSAL FORMAT	PROPOSAL PAGE
Section A:	
1. Respondent Experience and Knowledge	
2. Reference Projects	
3. Individual Experience and Knowledge	
4. Subcontractor Experience and Knowledge	
Section B: Terms and Conditions Acknowledgement	
Section C: Forms	
Section D: Management Fee Pricing Page	
Section E: Per Item Pricing Page	
Section F: Weekly Menus	
Section G: Catering Menus	
Section H: Operating Plan	
Section I: Organizational Plan	
Section J: Financial Statements & Projections	
Section K: New Initiatives	
Section L: Confidential Information	
Section M: Exceptions	
Section N: Bid Bond	

Management Fee Pricing Page

Contract Title: Cafeteria Services
Contract Number: JCLM20REG0027

	Monthly Management Fee	Total Annual Management Fee
Out of Session June 1, 2020 – December 31, 2020		
Long Session (January – June) January 1, 2021 – December 31, 2021		
Short Session (February – May) January 1, 2022 – December 31, 2022		
Long Session (January – June) January 1, 2023 – December 31, 2023		
Short Session (February – May) January 1, 2024 – December 31, 2024		
Long Session (January – June) January 1, 2025 – June 30, 2025		

Payment Terms

Standard payment terms are net 45 days.

Please indicate any early payment discount terms: Discount, Days.

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:	Date:	
Name (Printed):	Title:	
Email:	FEIN#:	
Office Phone #:	Cell Phone:#	

Per Item Pricing Page

Contract Title: Cafeteria Services
Contract Number: JCLM20REG0027

Respondents may propose and include additional items and pricing to this form. For items not to be offered, respondents may enter "N/A" for the selling price.

	<u>PORTIONS</u>	<u>CURRENT SELLING PRICE</u>	<u>PROPOSED SELLING PRICE</u>
BEVERAGES			
Tropicana Juice	10 oz.	\$2.04	
Tropicana Seasons Best	16 oz.	\$2.92	
Tropicana Pure Premium	16 oz.	\$2.65	
Poland Spring Water	16.9 oz.	-	
Coffee Regular & Decaffeinated	8 oz.	\$1.10	
Coffee Regular & Decaffeinated	12 oz.	\$1.43	
Coffee Regular & Decaffeinated	16 oz.	\$1.71	
Flavored Coffee	All sizes	\$0.11	
Starbucks Coffee	12 oz.	\$2.15	
Starbucks Coffee	16 oz.	\$2.70	
Tea	1 Bag	\$0.72	
Fountain	12 oz.	\$1.05	
Fountain	16 oz.	\$1.32	
Fountain	20 oz.	\$1.54	
Fountain	32 oz.	\$2.15	
Soda Bottles	20 oz.	\$2.15	
Milk	8 oz.	\$0.99	
Milk	16 oz.	\$1.93	
Nestle Quick	16 oz.	\$2.04	
Snapple	16 oz.	\$2.15	
Gatorade	20 oz.	\$2.15	
V-8 Juice	16 oz.	\$1.93	
Vitamin Water	20 oz.	\$3.19	
Body Armor	16 oz.	\$2.70	
Naked Juice	16 oz.	\$3.85	
Sparkling and Flavored Water	16-20 oz.	\$2.09	
DESSERTS, FRUITS & SNACKS			
Pie, Fruit	1/8 slice	\$1.93	
Pie, Cream	1/8 slice	\$1.87	
Pudding	6 oz.	\$1.05	
Jell-O	6 oz.	\$1.05	
Cake Layered	1/16 slice	\$1.93	
Specialty cakes/Cheesecake	Slice	\$3.25	
Brownies	Each	\$1.65	
Cookie (fresh-baked)	Each	\$0.77	
Yogurt	8 oz.	\$1.65	
Greek Yogurt	Each	\$3.69	
Fresh Fruit (whole)	Each	\$1.10	
Fresh Fruit Cup	Per oz.	\$0.56	
Kind/NUGO Bar3	Each	\$3.14	
Sabra Hummus	Each	\$3.85	
BREAKFAST-PASTRY			
Muffins	Each	\$1.93	
Cinnamon Bun/Twist	Each	\$1.93	
Bagel/Hard Roll	Each	\$1.38	

Toast	2 slices	\$1.05	
English Muffin	2 halves	\$1.05	
2 eggs with toast	Each	\$2.48	
1 egg on a roll	Each	\$2.20	
w/cheese	Each	\$2.48	
Egg on a croissant instead of roll or bagel	Each	\$2.59	
Omelet, 2 egg cheese with toast	Each	\$3.03	
Omelet, 2 egg with meat or veggie and cheese with toast	Each	\$4.02	
French Toast (3)	Each	\$1.16	
Breakfast Sandwich Special (2 strips of bacon)	Each	\$3.69	
Doughnut	Each	\$1.05	
Cream Cheese/Peanut Butter	Each	\$0.55	
Cereal	1 box	\$1.05	
Danish	Each	\$1.93	
SANDWICHES			
Hot Dog 8/1	Each	\$1.93	
Chili Cheese Dog	Each	\$2.70	
Garden Burger	¼ lb.	\$4.40	
Garden Burger with cheese	¼ lb.	\$4.68	
Chicken Burger	¼ lb.	\$4.13	
Hamburger	¼ lb.	\$3.30	
Cheeseburger	¼ lb.	\$3.85	
Bacon Cheeseburger – two slices	¼ lb.	\$4.68	
Grilled Cheese	3 slices of cheese	\$3.03	
Grilled Cheese with tomato	3 slices of cheese 2 slices of tomato	\$3.25	
Grilled Cheese with bacon	3 slices of cheese 3 slices of bacon	\$4.35	
Tuna Melt	¼ lb.	\$6.05	
Ham Melt	¼ lb.	\$6.05	
BLT	4 slices of bacon 2 slices of tomato	\$6.05	
Chicken Tenders	Per oz.	\$0.56	
Philly Steak and Cheese	6 oz.	\$6.05	
Monte Cristo	2 oz. Turkey 1 oz. Ham 1 oz. Cheese	\$6.05	
DELI			
Bologna	4 oz.	\$4.68	
Egg salad	4 oz.	\$4.68	
Ham	4 oz.	\$6.05	
Genoa Salami	4 oz.	\$6.05	
Roast Turkey	4 oz.	\$6.05	
Tuna Salad	4 oz.	\$6.05	
Chicken Salad	4 oz.	\$6.05	
Seafood Salad	4 oz.	\$6.05	
Roast Beef	4 oz.	\$6.05	
Chicken Breast	4 oz.	\$6.05	
Add Cheese	Slice	\$0.55	
Overstuffed specialty sandwich	6 oz.	\$6.55	
Wabbits Delight Wrap	Each	\$5.23	
Chicken Caesar Wrap	Each	\$6.05	
Tex-Mex Chicken Wrap	Each	\$6.05	
Buffalo Chicken Wrap	Each	\$6.05	
Deli Special	Each	\$6.33	

SALADS		
Salad Bar per Ounce	Per oz.	\$6.05
Greek Salad	4 oz. Meat & Cheese	\$6.05
Chef Salad	4 oz. Meat & Cheese	\$6.05
ENTREES		
Chili with Cheese Topping	8 oz. with 1 oz. Cheese	\$3.19
Pork Chop	4 oz. Raw	\$5.50
Quiche	1/8 of 9" Pie	-
Roast Chicken	1/4 of 3½ lb.	\$5.50
Baked Fish	4 oz.	\$5.50
SIDE ITEMS		
Sausage	1 patty	\$1.38
Bacon	Slice	\$0.66
Home Fries	5 oz.	\$1.38
Onion Rings	5 oz.	\$2.15
French Fries	5 oz.	\$1.93
Vegetable Du Jour	5 oz.	\$1.27
Chips	Each	\$1.38
Cheese Slice	Each	\$0.66
Tomato Slices	Per order	\$0.44
Cole Slaw, Potato Salad	3 oz.	\$0.56
Cheese Slice	Each	\$0.66
Croissant	Each	\$1.93
Cottage Cheese	4 oz. carton	\$0.56
Soup	8 oz.	\$2.31
Soup	12 oz.	\$3.25
Chili Con Carne	8 oz.	\$3.19
Chili Con Carne	12 oz.	\$4.35
Starch	3 oz.	\$1.27

This is considered a service wage project. All proposals submitted shall incorporate the cost of paying employees at the current service wage rates.

Historical Sales Data

Contract Title: Cafeteria Services
 Contract Number: JCLM20REG0027

CAFETERIA SALES*			
	2017	2018	2019
January	\$58,881.05	\$33,620.15	\$58,162.10
February	\$74,187.15	\$56,893.49	\$78,220.88
March	\$127,862.52	\$113,997.81	\$128,634.80
April	\$69,859.51	\$71,814.29	\$71,105.87
May	\$67,216.90	\$55,838.06	\$66,768.61
June	\$63,374.97	\$43,275.70	\$60,101.72
July	\$36,607.90	\$31,849.64	\$33,948.32
August	\$33,978.19	\$33,584.04	\$37,703.58
September	\$47,527.04	\$39,530.99	\$46,703.54
October	\$37,845.08	\$33,277.39	\$40,261.99
November	\$39,463.95	\$30,785.61	\$44,796.60
December	\$39,920.43	\$46,062.01	\$40,889.11
TOTAL	\$696,724.69	\$590,529.18	\$707,297.12
Monthly Average	\$58,060.39	\$49,210.77	\$58,941.43

CATERING SALES*			
	2017	2018	2019
January	\$5,494.25	\$2,192.29	\$7,186.80
February	\$13,292.00	\$8,421.02	\$12,447.63
March	\$28,802.96	\$25,224.60	\$25,863.52
April	\$19,459.58	\$33,944.25	\$22,249.70
May	\$26,387.61	\$28,091.11	\$34,373.34
June	\$29,281.99	\$9,046.04	\$21,428.47
July	\$1,382.00	\$341.84	\$5,077.21
August	\$5,601.45	\$406.92	\$1,075.92
September	\$7,161.83	\$1,450.98	\$5,536.21
October	\$11,808.67	\$8,445.46	\$6,100.47
November	\$4,540.72	\$1,907.34	\$3,224.82
December	\$7,806.70	\$15,192.07	\$5,849.30
TOTAL	\$161,019.76	\$134,663.92	\$150,413.39
Monthly Average	\$13,418.31	\$11,221.99	\$12,534.45

FIRST IN FLIGHT CAFÉ KIOSK SALES*			
	2017	2018	2019
January	\$4,144.87	N/A	\$4,158.31
February	\$7,818.96	\$3,538.40	\$7,360.06
March	\$12,889.21	\$8,316.93	\$11,245.07
April	\$7,902.66	\$6,194.48	\$6,162.84
May	\$6,847.46	\$1,980.14	\$5,116.86
June	\$3,654.28	N/A	----
TOTAL	\$43,257.44	\$20,029.95	\$34,043.14
Monthly Average	\$7,209.57	\$5,511.99	\$6,808.63

TOTAL SALES*			
	2017	2018	2019
Total including Kiosk	\$901,001.89	\$745,223.05	\$891,753.65
Total w/out Kiosk	\$857,744.45	\$725,193.10	\$857,710.51

*Sales: Gross sales minus taxes

Typical Menu Items

Contract Title: Cafeteria Services

Contract Number: JCLM20REG0027

Breakfast

AM Specials:

- Two Eggs, Biscuit and Hash Brown Patty with Small Coffee or Tea
- 2 Hard Boiled Eggs, 4 oz. Fresh Fruit Salad and Bottled Water
- Canadian Bacon, Egg & Cheese on English Muffin with Hash Brown Patty & Small Coffee or Tea
- 2 Chocolate Chip Pancakes served with 2 Sausage Links or 2 Bacon & Small Coffee or Tea
- Two Eggs, Toast & Hash Brown Patty served with Small Coffee or Tea
- Cheddar & Potato Omelet with Toast and Small Coffee or Tea
- Yogurt & Fresh Fruit Parfait with Bottled Water
- Breakfast Sandwich with Hash Brown Patty and Small Coffee or Tea
- 2 Blueberry Pancakes with 2 Bacon or 2 Sausage Links and Small Coffee or Tea
- Two Eggs, Toast & Home Fries served with Small Coffee or Tea
- Breakfast Sub - with 2 Eggs, Cheese & Choice of Meat served with Small Coffee or Tea
- Western Omelet (Ham, Cheese, Peppers & Onions) on a Roll with Small Coffee or Tea

Muffin of the Week:

- Strawberry Banana
- Apple Bran
- Lemon Poppy
- Cherry Chocolate Chip
- Banana Coffee Cake

Lunch:

Soup

- Southwest Chicken
- Italian Wedding
- Minestrone
- Tomato Lentil
- New England Clam Chowder
- Tomato Vegetable
- Split Pea & Ham
- Chicken Orzo
- White Bean, Sweet Potato & Kale
- Manhattan Clam Chowder
- Tuscan Ham & Bean
- Vegetable Barley
- Chickarina
- Cream of Tomato
- Lemon Chicken
- Broccoli Cheddar
- Vegetable Rice
- Split Pea w/ Bacon
- Lentil
- Corn Chowder
- Cream of Broccoli
- Macaroni & Bean

Chef's Creation

- Ragin' Cajun Pork Bowl- Seasoned Pork on a bed of Yellow Rice with all the Toppings and choice of Sauces.
- Honey Glazed Ham (carved to order) with Potato and Vegetable
- Chicken Parmesan served over Pasta with Vegetables
- Spicy Peanut Chicken and Vegetables served over Rice
- Kielbasa & Sauerkraut with Scalloped Potato and Vegetable

- Pecan Crusted Tilapia with Rice and Vegetable
- Sliced Turkey & Gravy with Potato and Vegetable
- Steamed Cod & Tomato with Rice and Vegetable
- Chicken Fried Steak with Mashed Potato and Vegetable
- Tortellini Primavera with Garlic Bread and Vegetables
- Pasta & Meat Sauce served with Garlic Bread and Vegetables
- Pork with Stuffing served with Potato and Vegetable
- Chopped Pepper Steak with Potato and Vegetable
- Orange Ginger Chicken over Rice served with Vegetable
- Buffalo Chicken Salad "Made to Order" with Garlic Toast
- Lasagna Roll-Ups served with Garlic Bread and Vegetable
- Pasta "Du Jour" with Garlic Bread and Vegetable
- Chicken Cutlet Cordon Bleu served with Potato and Vegetable
- Puerto Rican Style Pork Loin (Carved to Order) served with Yellow Rice and Vegetables
- Oven Baked Fried Chicken with Potato and Collard Greens
- Chicken or Beef Stir Fry with Choice of Sauce served over Rice
- Cheese Ravioli with Meatballs, Garlic Bread and Vegetable
- Butter Crumb Cod with Rice and Vegetable
- Chicken Fried Steak & Gravy served with Potato and Vegetable
- Chicken Cutlet Parmesan served over Pasta with Vegetables
- Swedish Meatballs served over Rice or Pasta with Vegetables
- Garlic & Rosemary Pork Loin (carved to order) with Potato and Vegetable
- Potato & Cheese Pierogis served with side of Kielbasa and Vegetable
- Steamed Salmon with Rice and Vegetable
- Chicken Fajita served with Rice and Vegetable
- Shrimp & Grits Bowl with "All the Toppings"
- Cajun Baked Catfish served with Rice and Vegetable
- Comfort Chicken Bowl - Popcorn Chicken on a bed of Mashed Potatoes, Gravy, Cheddar Cheese & Craisins
- Caribbean Jerk Style Pork Loin (carved to order) served with Yellow Rice and Vegetable

Deli – Sandwich of the Day (includes chips or piece of fruit)

- Ham & Fresh Mozzarella Sub with Balsamic Vinaigrette
- Thai Peanut Chicken Wrap
- Spicy Italian Combo Sub
- Bacon & Scallion Egg Salad Wrap
- Seafood & Shrimp Salad Wrap
- Tomato, Spinach & Fresh Mozzarella Sub
- Italian Combo Sub
- Roasted Balsamic Vegetable & Hummus Wrap
- Turkey & Cheddar Panini
- Buffalo Chicken Wrap
- Pesto Chicken Panini
- Ham & Cheese on Rye with Spinach, Tomato & Honey Mustard
- Tuna & Egg Salad Wrap
- Almond Chicken Salad Wrap Text
- Asian Tuna Salad Wrap with Crispy Noodles
- Mediterranean Turkey & Hummus Wrap
- Chipotle Chicken Panini
- Ham Salad with Swiss on Rye
- Greek Chicken Wrap with Feta Cheese

Grill Specials

- Chicken Cutlet Club (Bacon, Lettuce & Tomato) served with Fries or Chips
- Krabby Cake Sandwich served with Fries & Cole Slaw
- Grilled Cheddar Veggie Burger served with Baked Chips
- Grilled Turkey Reuben (Sauerkraut, Swiss & 1000 Island Dressing on Rye) served with Fries or Chips
- BBQ Turkey & Bacon Melt served with Fries or Chips
- Grilled Ham & Cheese on Rye served with House Chips
- Fish Tacos - Battered Fish Filets with Lettuce, Tomato, Chipotle Sauce served with Rice or Fries
- Double Chili Cheese Dogs served with Fries

- Chicken Quesadilla served with Side of Rice or Fries
- Grilled Turkey Pastrami & Cheese on Rye with Spicy Brown Mustard served with Fries or Chips
- Spicy Pepper Jack Turkey Melt served with Fries or Chips
- Chicken Cordon Bleu Sandwich served with Tater Tots or Chips
- "Sea Dog" Fried Cod on a Long Roll served with Fries and Cole Slaw
- Cheddar Cheeseburger, Fries & 16 oz. Fountain Drink
- "Fishwich" Fried Flounder with Cheese, Lettuce, & Tartar Sauce served with Fries and Cole Slaw
- Kielbasa & Sauerkraut Sub served with Fries or Chips
- Philly Steak & Cheese Sub with Fries or Chips
- Grilled Chicken Club Sandwich served with House Chips
- "Angry" Chicken Sandwich (Jalapenos & Pepper Jack Cheese)served with Fries or Chips
- Grilled Ham & Cheese on Choice of Bread served with Sweet Potato Fries
- Meatball & Provolone Sub served with Fries or Chips
- BBQ Pork on a Roll dressed with Cole Slaw served with Fries or Chips
- Grilled Salmon Burger with Baked Chips
- Turkey Bacon Melt on Italian Bread served with Fries or Chips

Portion Specifications

Contract Title: Cafeteria Services

Contract Number: JCLM20REG0027

SOUP, JUICES, AND FRUITS

Juice6 Ounce Can
 Soup8 & 12 Ounces
 Cantaloupe Melon1/4 #45
 Honey Dew Melon1/8 #9

BEVERAGES

Coffee, Tea8, 10, 12, 16 Ounces
 Milk1/2 Pint
 Soda8, 12, 20 Ounces

BREAKFAST ITEMS

Butter/Oleo1 Each #90 Cut
 Jelly1 Each 1/4 Ounce
 Doughnut, Muffin, Roll, Bagel, Danish 4 1/2"1 Each

PRE-MADE SALADS

Turkey and other Meats4 Ounces
 Poultry or Seafood Salad with Greens4 Ounces

HOT ITEMS

Quiche1/8 of a 10" Pie
 Pastrami & Cheese3 Ounces Pastrami, 1 Ounce Cheese
 Baked Pork Chop4 Ounces Raw, Portion Control
 Hot Wedge4 Ounces Total
 Monte Cristo2 Ounces Turkey, 1 Ounce Ham, 1 Ounce Cheese
 Reuben3 Ounces Corned Beef, 1 Ounce Cheese, 1 Ounce Sauerkraut
 Frankfurter8 per Pound
 Hamburger4 Ounces
 Steak Sandwich3 Ounces
 Pasta with Sauce6 Ounces Cooked Pasta, 4 Ounces Sauce

COLD SANDWICHES

Chicken, Tuna & Egg Salad4 Ounces
 Sliced Cheese4 Ounces
 Ham and Cheese2 Ounces Ham, 2 Ounces Cheese
 Salami, Turkey, Ham4 Ounces
 Corned Beef and Cheese3 Ounces Corned Beef, 1 Ounce Cheese

SIDE ITEMS

3 Bean, Macaroni & Potato Salads3 Ounces
 Cole Slaw, Vegetable, or Starch3 Ounces
 Potato Chips1/2 Ounce Package
 Cottage Cheese4 Ounce Carton

DESSERTS

Pies1/8 of 9" Pie
 Pudding/Jell-O4 ounces
 Cake1/12 of a 10" Cake
 Yogurt8 ounces

CGA-Owned Fixed & Movable Cafeteria Equipment

Contract Title: Cafeteria Services
Contract Number: JCLM20REG0027

The following is a list of CGA-owned kitchen equipment that the awarded respondent may use. The current Contractor owns all other equipment used to operate the food service facility.

Description	Location
214-301 20" Cooktop Electric	Kitchen
Alto Sham Halo, Heat Cook Hold	Kitchen
Bakery Display Cases	Kiosk
Banquettes	Kitchen
Broiler/Over Double	Kitchen
Cappuccino Machine	Kitchen
Coffee Maker	Kitchen
Condiment Stand	Kitchen
Convection Oven, Double	Kitchen
Convection Oven, Gas Southbend	Kitchen
Convection Steamer	Kitchen
Convection Steamer/Kettle C	Dish Room
Conveyor Toaster w/ 10.5" Belt	Kitchen
Conveyor Toaster	Kitchen
Cooks Table	Kitchen
Counter (center, back kitchen)	Kitchen
Counter Vegi Prep back wall	Kitchen
Dishwasher - Hobart	Dish Room
Dishwasher Exhaust System	Dish Room
Dishwasher Rack	Kitchen
Display Case (Large)	Kiosk
Disposal Food/Waste Compacto	Dish Room
Epson BrightLink 4 (V11H452520W)	PDR
Exhaust Canopy In Front Kitch Over	Kitchen
Exhaust Ventilator	Kitchen
Fire Suppression System	Kitchen
Fryer	Kitchen
Garbage Disposal Incinerator	Dish Room
Griddle Star Max 36	Kitchen
Hobart Food Cutter model #8418	Kitchen
Hoshizaki Ice Machine #KM-901M	Kitchen
Medallic Food Warmer 1925	Kitchen
Microwave	Kitchen
Mixer Welbit	Kitchen
Mobil Shelving	Dish Room
Monitors & Service Program	Kitchen
Pizza Oven – single	Kitchen
Pizza Oven – double	Kitchen
Popcorn Machine	Kitchen
Portable Food Warmer	Kitchen
Pot Rack Cream (in corner)	Kitchen
Pot Washer Sink	Kitchen
Protector Sneeze Guard w/ Trays (3)	Kitchen
Quincher Plumbing and Control	Kitchen
Range/Oven (4 Burner)	Kitchen
Reach-In Under Counter Freezer	Kitchen
Refrigerator (Front, two door)	Kiosk
Refrigerator Hi-Side	Kitchen
Refrigerator, 2 S/S Dppr. 49 Cu. Ft. w/Casters	Kitchen
Slicer	Kitchen
Small Fryer	Kitchen
Soft Serve Ice Cream Machine	Kitchen
Soup Table with 2 wells 54 1/2	Kitchen
SS Server Counter	Kitchen
Tray Conveyor	Dish Room
Walk-in Freezer/Refrigerator	Kitchen
Water Booster Heater	Dish Room
Winco ESH-1 24" Electric Infrared Strip Heater & Stand	Kitchen

Service Wage Rates

Contract Title: Cafeteria Services
Contract Number: JCLM20REG0027

Project: Cafeteria Services JCLM20REG0027

**Standard Wage Rates Determination
for Certain Service Workers**

S 26731

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

Project Number:

Town: Hartford

Project: Cafeteria Services JCLM20REG0027

OCCUPATIONAL TITLE OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$11.51	3.45
Baker	\$14.94	4.49
Bartender	\$11.00	3.30
Boiler Tender	\$29.56	8.86
Carpenter, Maintenance	\$26.52	7.95
Cashier	\$11.45	3.43
Cleaner, Heavy** Hired after July 1, 2009	\$16.70	7.25 + a
Cleaner, Light** Hired after July 1, 2009	\$16.40	7.25 + a
Cleaner, Vehicles	\$13.18	3.95
Cook I	\$18.88	5.66

As of: Wednesday, November 20, 2019

Project: Cafeteria Services JCLM20REG0027

Cook II	\$20.42	6.12
Counter Attendant	\$11.51	3.45
Dishwasher	\$11.44	3.43
Dry Cleaner	\$13.34	4.00
Electrician, Maintenance	\$27.31	8.19
Elevator Operator	\$15.75	4.72
Fast Food Shift Leader	\$11.50	3.45
Fast Food Worker	\$11.00	3.30
Food Service Worker	\$12.15	3.64
Furniture Handler ~ Hired prior to July 1, 2009	\$16.51	7.25 + a
Furniture Handler**Hired after July 1, 2009	\$16.80	7.25 + a
Gardner	\$18.83	5.64
General Maintenance Worker	\$21.95	6.58
Guard I	\$15.59	4.68
Guard II	\$20.85	6.26
HVAC	\$29.72	8.91

As of: Wednesday, November 20, 2019

Project: Cafeteria Services JCLM20REG0027

Janitor* ~ Hired prior to July 1, 2009	\$15.75	7.25 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$28.80	8.64
Maid or Houseman	\$12.68	3.80
Meat Cutter	\$20.95	6.28
Painter, Maintenance	\$23.07	6.93
Parking Lot Attendant	\$11.77	3.53
Pest Controller	\$18.70	5.61
Pipefitter, Maintenance	\$31.63	9.48
Plumber, Maintenance	\$30.52	9.15
Presser, Hand	\$11.51	3.45
Presser, Machine, Drycleaning	\$11.51	3.45

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Presser, Machine, Shirts	\$11.51	3.45
Presser, Machine, Wearing Apparel, Laundry	\$11.51	3.45
Refuse Collector	\$21.35	6.40
Sheet Metal Worker, Maintenance	\$31.87	9.56
Stationary Engineer	\$29.56	8.86
Tractor Operator	\$17.96	5.38
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat,	\$24.30	7.29
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.73	5.01
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$20.47	6.14
Ventilation Equipment Tender	\$24.21	7.26
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$12.11	3.63
Window Cleaner ~ Hired prior to July 1, 2009	\$17.26	7.25 + a
Window Cleaner** Hired after July 1, 2009	\$20.73	7.25 + a

As of: Wednesday, November 20, 2019

Project: Cafeteria Services JCLM20REG0027

* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

~FOOTNOTES~

Health and Welfare \$5.97 per hour on January 1, 2016.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Wednesday, November 20, 2019

*Please note that rates above may not reflect the rates at the date and time when proposals are due.

CGA TERMS AND CONDITIONS

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, unmaturing, 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

CGA TERMS AND CONDITIONS

- 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."

CGA TERMS AND CONDITIONS

4. Price Schedule, Payment Terms and Billing.

Parties, that:

(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

- (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

CGA TERMS AND CONDITIONS

- 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

CGA TERMS AND CONDITIONS

- 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

CGA TERMS AND CONDITIONS

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

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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;

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- (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

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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

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- 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;

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- (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.

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- (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.

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(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to,

matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (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

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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

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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.

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- (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

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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

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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

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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.

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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.

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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

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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.