

CONTRACT SUPPLEMENT  
SP-37 - Rev. 11/14/19  
Prev. Rev. 10/24/19

Pam Anderson  
Contract Specialist

860-713-5088  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

12PSX0341

Contract Award Date:

1 July 2013

Bid Due Date:

15 January 2013

SUPPLEMENT DATE:

2 January 2020

## CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION: **Testing, Application Processing & Related Services for Occupational & Professional Licensing**

FOR: **Department of Consumer Protection and Department of Energy and Environmental Protection**

TERM OF CONTRACT: **April 22, 2013 through June 21, 2021**

AGENCY REQUISITION NUMBER: **0000000534**

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

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

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

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

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

### CONTRACTOR INFORMATION:

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

Company Name: **PSI Services LLC**

Company Address: **2950 N. Hollywood Way, Suite 200, Burbank, CA 91505**

Tel. No.: **(818) 244-0033**

Fax No.: **(818) 247-7223**

Contact Person: **Tadas Dabsys**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: [tadas@psionline.com](mailto:tadas@psionline.com) , [stapp@psionline.com](mailto:stapp@psionline.com) or [www.psionline.com](http://www.psionline.com)

Remittance Address: **Same As Above**

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

Prompt Payment Terms: **0% 00 Net 45**

### PLEASE NOTE:

Effective immediately this contract has been extended to The Department of Energy and Environmental Protection. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **PAM ANDERSON**

Title: **Contract Specialist**

Date: **1/2/2020**

CONTRACT SUPPLEMENT  
RFP-37 Rev. 11/22/16  
Prev. Rev. 4/28/14

Susanne Hawkins  
Contract Specialist

860-713-5064  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION  
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

12PSX0341

Contract Award Date:

1 July 2013

Proposal Due Date:

1 March 2013

SUPPLEMENT DATE:

14 March 2017

## CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: Testing, Application Processing & Related Services for Occupational & Professional Licensing

FOR:  
Department of Consumer Protection

TERM OF CONTRACT:  
Original Contract Term: 1 July 2012 through 30 June 2017  
Contract Extension Term: 1 July 2017 through 30 June 2021  
AGENCY REQUISITION NUMBER: 000000534

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		No Change	No Change

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

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

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

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

### CONTRACTOR INFORMATION:

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

Company Name: **PSI Services LLC**

Company Address: **2950 N. Hollywood Way, Suite 200, Burbank, CA 91505**

Tel. No.: **(818) 244-0033**

Fax No.: **(818) 247-7223**

Contract Value: **No Cost to State**

Contact Person: **Tadas Dabsys**

Delivery:

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: **[tadas@psionline.com](mailto:tadas@psionline.com), [stapp@psionline.com](mailto:stapp@psionline.com) or [www.psionline.com](http://www.psionline.com)**

Remittance Address: **Same As Above**

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

Agrees to Supply Political SubDivisions: **No**

Prompt Payment Terms: **0% 00 Net 45**

### PLEASE NOTE:

- Contract #12PSX0341 has been extended for an additional four (4) year period.
- Contract extended from July 1, 2017 through June 30, 2021.
- Exhibit B Price Schedule will remain in effect through the extension period, no increases will be allowed.

- **The State and the Contractor by mutual agreement desire to update Appendix A as follows:**

**Land Surveyor License – Credential Prefix LSX**

**Land Surveyor-Technical Exam**

**Application Qualification/Documentation Required:**

NONE upon approval of the State of Connecticut a list of approved candidates with contact information provided to vendor.

**Continuing Education Requirements:** None

**Examination Subject Matter:**

Connecticut law Specific Land Surveyor State Portion Exam from a pool of questions developed by the Department and the vendor.  
(Two Hours and 40 questions multiple choice)

**Swimming Pool Assembler Above Ground License – Credential Prefix SPG**

**Swimming Pool Assembler Above Ground- Technical Exam**

**Swimming Pool Assembler Above Ground- Business and Law Exam**

**Application Fee:** \$150

**Initial License Fee:** None

**Application Qualification/Documentation Required:** Upon approval of the State of Connecticut

**Continuing Education Requirements:** YES

**Examination Subject Matter:**

"Swimming pool assembler" means a person, who for financial compensation assembles an above-ground swimming pool. "Above-ground swimming pool" means any structure intended for swimming that is assembled above ground and is greater than twenty-four inches in depth.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED \_\_\_\_\_

**SUSANNE HAWKINS**

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT  
RFP-37 Rev. 4/28/14  
Prev. Rev. 3/12/14

Susanne Hawkins  
Contract Specialist

860-713-5064  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0341

Contract Award Date:

1 July 2013

Proposal Due Date:

1 March 2013

SUPPLEMENT DATE:

20 October 2014

## CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Testing, Application Processing & Related Services for Occupational & Professional Licensing

FOR: Department of Consumer Protection		TERM OF CONTRACT: 1 July 2012 through 30 June 2017	
		AGENCY REQUISITION NUMBER: 000000534	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		No Cost to State	No Cost to State

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**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

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

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

### CONTRACTOR INFORMATION:

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

Company Name: **PSI Services LLC**

Company Address: **2950 N. Hollywood Way, Suite 200, Burbank, CA 91505**

Tel. No.: **(818) 244-0033**

Fax No.: **(818) 247-7223**

Contact Person: **Tadas Dabsys**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: **[tadas@psionline.com](mailto:tadas@psionline.com), [stapp@psionline.com](mailto:stapp@psionline.com) or [www.psionline.com](http://www.psionline.com)**

Remittance Address: **Same As Above**

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

Prompt Payment Terms: **0% 00 Net 45**

### PLEASE NOTE:

**The State and the Contractor by mutual agreement desire to update Appendix A as follows:**

- Under Occupational Trades, an additional exam shall be offered for Home Inspector candidates as an option. Currently a customized Home Inspector Exam for Connecticut is offered. As an option, candidates may select the National Home Inspector Examination (NHIE), developed by the Examination Board of Professional Home Inspectors, instead of the current exam. Passing either exam shall be sufficient to continue the licensing process. The cost for the NHIE shall be \$225 per exam registration.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED \_\_\_\_\_

**SUSANNE HAWKINS**

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT AWARD  
RFP-38 Rev. 3/1/13

Prev. Rev. 4/26/12

Susanne Hawkins  
Contract Specialist

(860) 713-5064  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION  
165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0341

RFP Due Date:

1 March 2013

## CONTRACT AWARD

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

DESCRIPTION: Testing, Application Processing & Related Services for Occupational & Professional Licensing

**FOR:**  
The Department of Consumer Protection  
165 Capitol Avenue  
Hartford, CT 06106

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**  
July 1, 2013 through June 30, 2017

**AGENCY REQUISITION NUMBER: 000000534**

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		No Cost to State	No Cost to State

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

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### CONTRACTOR INFORMATION:

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

Company Name: **PSI Services LLC**

Company Address: **2950 N. Hollywood Way, Suite 200, Burbank, CA 91505**

Tel. No.: **(818) 244-0033**

Fax No.: **(818) 247-7223**

Contract Value: **\$500,000.00 Est. Annually**  
**that is paid directly by Testing Applicants**

Delivery: **As Required**

Contact Person: **Tadas Dabsys**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: **[tadas@psionline.com](mailto:tadas@psionline.com) , [stapp@psionline.com](mailto:stapp@psionline.com) or [www.psionline.com](http://www.psionline.com)**

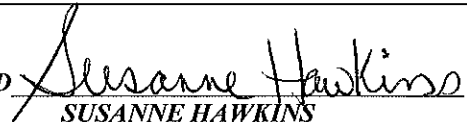
Remittance Address: **Same As Above**

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

Agrees to Supply Political SubDivisions: **No**

Terms: **Net 45 Days**

Cash Discount: **0 % 0 Days**

APPROVED   
SUSANNE HAWKINS

Contract Specialist

(Original Signature on Document in Procurement Files)

# **CONTRACT**

**12PSX0341**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**PSI SERVICES, LLC**

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Awarded Contractor

**TESTING, APPLICATION PROCESSING & RELATED SERVICES FOR  
OCCUPATIONAL & PROFESSIONAL LICENSING**

## Contract # 12PSX0341

Contract Document

RFP-50 Rev. 11/18/16

Prev. Rev. 8/16/16

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## Contract # 12PSX0341

Contract Document

RFP-50 Rev. 11/18/16

Prev. Rev. 8/16/16

This Contract (the "Contract") is made as of the Effective Date by and between, PSI Services LLC (the "Contractor,") with a principal place of business at 3950 N. Hollywood Way, Suite 200, Burbank, CT 91505 acting by Stephen Tapp, its President and CEO and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Susanne Hawkins, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (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 Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (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 State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
  - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

## Contract # 12PSX0341

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
  - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
  - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
  - (l) Proposal: A submittal in response to a Request for Proposals.
  - (m) 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.
  - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
  - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from 1 July 2012 through 30 June 2017.  
The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined

**Contract # 12PSX0341**

Contract Document

RFP-50 Rev. 11/18/16

Prev. Rev. 8/16/16

total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or 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 Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice.

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Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
  - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

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8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
  - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment,

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waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
  - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

### 15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

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- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
  - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
  - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
  - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
17. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract;
  - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;



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- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
  - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
  - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
  - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts 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 Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
  - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the

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Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the

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manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, 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 Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning

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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 Request for Proposals 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 Proposal 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 proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

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- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license

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shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after 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 this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the

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Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

**33. Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (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.

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

(b)

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

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and 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



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prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including

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sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

### 34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

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35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

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

If to the Contractor:

PSI Services LLC  
Attn: Tadas Dabsys  
2950 N. Hollywood Way  
Suite 200  
Burbank, CA 91505  
Attention: Company: Tadas Dabsys, PSI Services LLC  
Signatory Name: Stephen Tapp  
Title: President and CEO

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

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- (a) Reserved
  - (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
  - (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
  - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Reserved
  - (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
  - (h) Reserved
38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "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 terms "Contractor."
41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
  - b) more than a controlling interest in the ownership of the Contractor; or
  - c) the individual(s) in charge of the Performance.

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

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

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

(a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this

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period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

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

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the

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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 Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

51. Cross-Default.

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

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collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Certification as Small Contractor or Minority Business Enterprise.  
This paragraph was intentionally left blank.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Health Insurance Portability and Accountability Act of 1996.
- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.



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- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Client Agency agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions:
  - (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Client Agency.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

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- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

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- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and

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- (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.

(16) Obligations in the Event of a Breach.

- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low

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probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.
- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

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- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (K) Term and Termination.
  - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall

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return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(L) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate

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regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

**59. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing



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and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**60. Antitrust.**

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Audit Requirements for Recipients of State Financial Assistance.**

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**SIGNATURE PAGE OF CONTRACT**

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

**PSI Services LLC**

**STATE OF CONNECTICUT  
Department of Administrative Services**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Stephen Tapp  
Print or Type Name

Name: Susanne Hawkins

Title: President and CEO

Title: Contract Specialist

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **CONTRACT**

**12PSX0341**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**PSI Services LLC**

---

Awarded Contractor

TESTING, APPLICATION PROCESSING & RELATED SERVICES FOR OCCUPATIONAL &  
PROFESSIONAL LICENSING

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This Contract (the “Contract”) is made as of the Effective Date by and between, PSI Services LLC (the “Contractor,”) with a principal place of business at 2950 N. Hollywood Way, Suite 200, Burbank, CA 91505, acting by Stephen Tapp, its President and CEO and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Susanne Hawkins, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) **Claims**: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) **Client Agency**: Department of Consumer Protection
  - (c) **Confidential Information**: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver’s license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client’s financial account. Without limiting the foregoing, Confidential Information shall also include any information that the DAS or Client Agency 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 State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
  - (e) **Contract**: The agreement, as of its Effective Date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
  - (f) **Contractor**: A person or entity who submits a Proposal and who executes a Contract.

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

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2. Term of Contract; Contract Extension. The Contract will be in effect from the date this Contract is approved by the Attorney General Office (Effective Date) through June 30, 2017. The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as “Perform” and the “Performance.”
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
  - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
  - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or 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 Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
  - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
  - (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor’s control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date

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of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party or Proposer Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor



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plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
  - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the

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notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending

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resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

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15. Indemnification.

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

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District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts 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 Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

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- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency 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. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, 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 Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes

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of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, 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 Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals 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;

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- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal 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 Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;



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- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. 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, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat.

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§ 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.

28. 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.
29. 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.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

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

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including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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

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

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

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

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

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

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

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of

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

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

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

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including

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sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**33. Tangible Personal Property.**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
34. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or

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

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. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services  
165 Capitol Ave, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1659  
Attention: Susanne Hawkins

If to the Contractor:

COMPANY NAME: PSI Services LLC

NAME: Tadas Dabsys

ADDRESS Line 1: 2950 N. Hollywood Way

ADDRESS Line 2: Suite 200

City: Burbank State: CA Zip: 91505

Attention: Company: PSI Services LLC

Signatory Name: Stephen Tapp Title: President and CEO

State of Connecticut Department of Administrative Services  
165 Capitol Ave, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1659  
Attention: Susanne Hawkins

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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) Reserved

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

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

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

(e) Reserved

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

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

(h) Reserved

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 or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."



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

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

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

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

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

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

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- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
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, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
  - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
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

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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 State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal 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 Proposer or 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 vendor 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 Proposer or 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 Proposal, 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 Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

50. Cross-Default.

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

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

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 agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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 Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State 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.  
This paragraph was intentionally left blank.

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 [SEEC Form 11].

57. Health Insurance Portability and Accountability Act.

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
  - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
  - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
  - (3) “Covered Entity” shall mean the Client Agency.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

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- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

**(h) Obligations and Activities of Business Associates.**

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply

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through this Section of the Contract to Business Associate with respect to such information.

- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for

the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to



meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

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- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) **Amendment.** The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**58. 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

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applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or 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.

**59. Audit Requirements for Recipients of State Financial Assistance.**

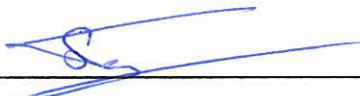
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IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

PSI Services LLC


By:   
\_\_\_\_\_  
Stephen Tapp

Print or Type Name

Title: President and CEO

Date: 4/15/13

STATE OF CONNECTICUT  
Department of Administrative Services

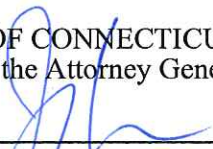
By:   
\_\_\_\_\_  
Susanne Hawkins

Print or Type Name

Title: Contract Specialist

Date: 4/16/13

STATE OF CONNECTICUT  
Office of the Attorney General

By:   
\_\_\_\_\_  
Joseph Rubin

Print or Type Name

ASSOC. ATTY. GENERAL

Title: \_\_\_\_\_

Date: 4/22/13

## EXHIBIT A

### **Scope:**

The Contractor shall develop and administer qualifying examinations for licensure, collect continuing education credits issued to licensees from approved providers, collect and process license applications and fees, effectively transfer acquired data to the Client Agency and maintain appropriate records and report on activity.

### **Specifications:**

#### **Projected Usage and History**

#### **License Applications**

The Client Agency estimates approximately 8,500 applications to be processed annually. Applications are valid for one year from the date of approval. Some applicants may take the exam more than once before they pass.

#### **Examinations**

Listed below are the number of examinations administered annually for the past two years:

<b>Examinations</b>	<b>2010</b>	<b>2011</b>
Real Estate Salesperson	4,051	3,365
Real Estate Broker	383	355
Certified General/Residential Real Estate Appraiser	22	4
Continuing Education for Real Estate Salesperson & Broker Renewal	148	16
Occupations Trade Licensure Qualifying Examinations	3,877	3,931
<b>Total</b>	<b>8,481</b>	<b>7,671</b>

#### **Continuing Education Credit Collection**

The Client Agency requires the collection of credits from approved school providers on licensees who renew their respective licenses for the following categories. Listed below are the estimated number of licensees:

<b>License</b>	<b>Est. Number of Licensees</b>	
Electrical	13,800	Annual
Plumbing & Piping Contractor	4,530	Odd Years
Plumbing & Piping Journeyman	3,200	Even Years
Real Estate Appraiser State Certified General	545	Even Years
Real Estate Appraiser State Certified Residential	925	Even Years
Real Estate Appraiser State Provisional Licensed	430	Even Years
Real Estate Broker	7,250	Even Years
Real Estate Salesperson	20,380	Even Years
Home Inspector	376	Even Years
<b>TOTAL</b>	<b>51,436</b>	

## EXHIBIT A

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### **Contract services shall include:**

1. Development and administration of qualifying examinations for licensure (Reference Appendix A)
2. License application processing and fee collection/processing for licenses listed on Appendix A
3. Collection of continuing education credits issued to licensees from approved providers, schools and organizations
4. Reporting Requirements (Reference Appendix A)

Contractor shall perform all services pursuant to protocols, approved in advance by the Client Agency, that ensure compliance by Contractor and applicants/licensees with all applicable laws, rules and policies. In the event there is a change in any law, rule or policy that affects the licensing program during the term of the contract, the Contractor will adjust its performance of services and applicable protocols, to the extent necessary to ensure compliance with such changes at no charge to the Client Agency.

## **1. DEVELOP AND ADMINISTER QUALIFYING EXAMINATIONS FOR LICENSURE**

### **TEST DEVELOPMENT**

#### Examinations List, General and State Specific Exams

The Contractor shall develop and administer the multi-portion examinations listed in Appendix A in accordance with the specifications promulgated by the Client Agency. No subcontracting of test development or administration will be allowed without prior authorization from the Client Agency.

- The Contractor shall develop and administer Connecticut specific examinations for qualified licensure candidates in the areas of occupational trades, real estate and real estate appraisal from a prescribed list of codes, standards or references acceptable to the Client Agency. The Connecticut State specific test questions portion of these examinations will be the property of the Client Agency. All Connecticut State specific test questions shall be provided to the Client Agency within five business days after the contract expires or is terminated. (For a list of Connecticut specific exams, reference Appendix A).
- If tests are added for additional trades, the Contractor will add those to the contract at no cost to the Client Agency.
- The Contractor will revise and update all exams at the Client Agency's request. It is estimated that updates will not occur more than four (4) times during the initial contract period.
- The Contractor will host examination writing and review workshops in Connecticut at a mutually agreed upon location and time between the Client Agency and the Contractor. All costs associated with such workshops are the responsibility of the Contractor.
- The Contractor shall ensure that all items developed meet acceptable standards of quality.
- Content specialists shall have demonstrated educational and professional skills in the appropriate fields in order to confirm that every exam question is specifically relevant and consistent.

## EXHIBIT A

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- Task analysis for examinations will closely match job tasks performed and will reflect education, knowledge and experience, where applicable, and contain the associated level of complexity. Each item shall be consistent with the requirements of the State of Connecticut statutes, regulations, practices, references, codes and standards. The test items used shall be pre-approved by the Client Agency.
- Test items that are developed for a Connecticut-specific test will be placed in an item banking system. The principle objective of this system will be to ensure variety in questions on examinations. These test items may not be sold or given to any third parties. The Contractor may also obtain additional test questions from their own established national bank of questions and all questions shall be approved by the Client Agency.
- Each testing candidate shall receive a unique examination during every exam administration. Exams shall be psychometrically equivalent (content and difficulty). Scrambling the item order is not sufficient. Test forms are not allowed. Examinations shall be timed in accordance with appropriate test administration practices.

### Specific Requirements for Real Estate

The real estate appraisal tests shall be approved by the Real Estate Appraisal Qualifications Board (AQB). The general portion of the Real Estate Salesperson and Broker examinations shall be certified by the Association of Real Estate License Law Officials (ARELLO). Effective January 1, 2008, all appraisal tests shall be compliant with AQB changes effective on or after that date.

### Reference Material

**All examination references, manuals and materials shall be approved by the Client Agency. This contract shall not be a platform to promote sales of references or educational materials of any specific business enterprise.**

For the Connecticut Business and Law Manual for Occupational Professions, the Contractor shall produce or work with a publishing company to make this manual available to applicants. The manual shall include all related statutes, regulations and summary explanations of State and Federal governmental roles and responsibilities of contracting relating to all examination types within this contract. No subcontracting of publishing or related administration will be allowed unless otherwise approved. The manual shall be approved by the Client Agency prior to use.

### Restrictions and Ownership of Questions

No candidate name, associated addresses or contact information associated with this contract shall be sold or distributed in any form beyond the requirements needed to fulfill this contract.

## TEST ADMINISTRATION

### Call Centers/Websites/Informational Seminars/Bulletins

The Contractor will establish and maintain a website and a toll-free telephone line in order to provide testing candidates with registration, scheduling, related examination information and application forms.



## EXHIBIT A

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### 1. Call Center

- At a minimum, the call center shall be in operation Monday – Friday from 8:30 am to 5:00 pm and Saturday from 11:00 am to 5:00 pm Eastern Time.
- The call center voice mail messaging system shall indicate hours of operation after hours and during mutually agreed upon closed holiday periods.
- In cases of unexpected high-volume precluding staff availability, voice messages shall be returned within one business day.
- The Contractor shall monitor call center telephone performance on an ongoing basis.

### 2. Website

- The website shall be maintained and updated on a daily basis
- The Client Agency maintains an extensive website. Appropriate links shall be established on the Contractor's and the Client Agency web pages
- The Contractor shall establish an "email the vendors" capability on the company's and Client Agency web pages. Email correspondence will be included in an ongoing customer assessment program as described above and inquiries shall be answered within 1 business day.
- The Contractor's website shall assist the public in understanding licensing requirements and the application process.

### 3. Informational Seminars

- The Contractor will participate at least four (4) times a year in related occupational and real estate seminars as directed by the Client Agency.

### 4. Bulletins

- The Contractor will provide an informational bulletin to individuals, schools or other parties. The bulletin shall contain a Connecticut examination procedure check-list, registration form, guidelines for license application/qualification, examination registration and scheduling procedures, examination site locations, security procedures, information on how to take the exam by computer, score reporting, duplicate score reporting, suggested study materials including reference books and annotation rules, examination content outline and information regarding special arrangements.
- Bulletins shall be approved by the Client Agency and any changes shall be approved as well. The Client Agency may request changes to the bulletin and those changes shall be made within 72 hours of receipt by the Contractor.

### Notification of Eligibility

The Contractor shall notify candidates of eligibility for examination within two (2) business days following application approval by sending at least a paper notification by first class mail. Testing shall be available within seven (7) business days of examination registration. Candidates may test the next day after becoming eligible.

### Fees/Refunds

The Contractor shall charge each testing candidate a fee as outlined in Exhibit B Price Schedule, which will include examination and administrative costs. The Contractor will collect the fee directly from the testing candidate. The Contractor shall accept all legal tender for payment for

## EXHIBIT A

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services including cash, personal checks, certified checks, bank checks, money orders and charge cards. The Client Agency will not be liable for any expenses incurred or fees owed by the examinees.

Cancellation of scheduled exams shall be re-scheduled at no cost to the applicant only if they call and cancel the appointment 2 days prior to the scheduled examination date.

### Test Centers, Location, Facility Requirements, and Hours of Operations

- The Contractor will establish a minimum of two (2) separate locations for examination administration within the State of Connecticut, as mutually agreed between the Client Agency and the Contractor. Testing locations shall be located in Fairfield and Hartford counties. The Contractor shall take into consideration public transportation access to testing sites. The test centers will be located on property that is owned or leased by the Contractor.
- The testing locations shall be secured and no portion shall be used by a third party. The Contractor will operate a "one-stop shopping" application/exam center at the test centers.
- The Contractor will administer examinations at least six (6) days per week at the two (2) test centers. Operating hours will be at least 8:30 a.m. to 5:00 p.m. Changes in scheduling or locations will require prior Client Agency approval.
- The Contractor will provide each examination site with sufficient facilities, staff and examination materials to accommodate the anticipated number of candidates. There shall be a minimum of two (2) staff people at each testing location.
- The Contractor will provide all qualified personnel necessary to proctor and administer the examinations at each test center. Test center personnel will be employees of the company and not be subcontracted. All workers shall be subject to background checks at the cost of the Contractor.
- Testing locations will meet State requirements for persons with disabilities. The vendor will provide special examination accommodations to persons with disabilities at the Department's request pursuant to State and Federal ADA (Americans with Disabilities Act) requirements as they are amended. The Contractor will be responsible for providing a Client Agency approved candidate with a reader when required. The Contractor will have wheelchair access for all testing locations and all requests for special testing arrangements shall be made when the testing candidate registers for the examination.
- Contractor will accommodate requests from testing candidates for special testing arrangements subject to Client Agency approval. Such requests shall be made when the testing candidate registers for the examination and shall include, but not be limited to, extended test times and the provision of oral services in several languages. The Contractor shall be willing to work with the Client Agency on the production of written forms and instructions in several languages for use at a future time to be determined by the Client Agency.
- Contractor's office(s) shall be adequate in size and configuration to provide services to walk-in traffic. The office(s) shall also provide parking.
- Contractor's office(s) shall be kept in a clean, orderly and professional manner. The Contractor shall conform, the Client Agency requirements that are related to efficiency, propriety and professionalism.

## EXHIBIT A

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- The Client Agency reserves the right to enter the Contractor's test sites at any time in order to monitor examination administration, inspect the testing facilities or work with Contractor's staff.

### Other Testing to be Available

The Contractor may offer testing at a non-Connecticut vendor-owned site, with prior approval from the Client Agency.

In addition to individual test administrations outside the State of Connecticut, the Contractor shall provide group testing sessions throughout the United States upon request of the candidates with prior Client Agency approval.

### Staffing the Test Sites

Test sites shall have qualified, trained, competent full time staff to answer questions, monitor testing and provide administrative services as required by this contract. The Contractor, in conjunction with the Client Agency, shall provide proctor and training.

- Appropriate staffing levels shall be maintained to cover absences, breaks, scheduled time off and training.

### Testing Options

The Contractor will offer all examinations with the following testing options:

- Pre-registered electronic administered testing and scoring option
- Pre-registered manual (paper/pencil) testing at a location determined by the Client Agency with final examination scores mailed within ten business days.

### Security

- Each testing candidate shall present at least two forms of identification - one of which shall be a picture identification bearing the signature of the candidate.
- The Contractor shall issue a custom identification number to those candidates who do not wish to disclose their social security number.
- The Contractor shall require that any candidate wishing to leave the testing room temporarily will be required to leave all test material in the room, sign a sign out and sign in sheet, and receive an exit pass.
- The Contractor will photograph each candidate at the test center and provide both the testing candidates and the Client Agency with a unique sealed/embossed tamper-free picture examination results notification showing the testing candidate's name and signature line on the test results. The on-site results notification will contain license application information.
- The Contractor will administer examinations in accordance with security measures as agreed upon by the Client Agency and the Contractor. Any and all irregularities (e.g., security compromise, environmental problems, equipment failure, etc.) occurring during a scheduled examination will be reported to the Client Agency immediately and a written report will be submitted by the next working day following the occurrence. The Contractor will conduct an investigation of any security breach, incidence of cheating or any irregularity in connection with the administration of examinations. It will analyze the

## EXHIBIT A

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facts that come to its attention and make recommendations to the Client Agency. The Contractor will immediately handle any discrepancies, unfair acts or practices regarding its examination administration and shall report them to the Client Agency.

- The Contractor will provide continuous electronic surveillance of test centers and shall tape test sessions for security purposes. Video records of test sessions shall be retained for a period mutually agreed to by the Contractor and the Client Agency.
- The Client Agency desires electronic transmissions containing confidential information (e.g., files containing social security numbers) be sent in a secure format with password protection.

### Scoring of the Examinations

For electronic testing, examinations will be scored and the test results shall be given directly to each testing candidate at each test center on the date of the examination.

Unsuccessful examinees shall be given instructions regarding re-take exam procedures. Such individuals shall pay a test fee, but not an additional State of Connecticut fee. Applications are valid for 365 days from date of receipt. The Contractor shall establish a process whereby unsuccessful examinees can receive information regarding areas of strengths and weaknesses. The Contractor, upon request, shall forward to the Client Agency a report detailing the psychometric performance of the examination.

The Contractor will promptly, following each test administration, ascertain that all examination materials, used or unused, are accounted for and returned to the Contractor. All computer software and materials shall be stored securely.

### Consecutive Examinations

Candidates may choose to sit for both parts of an examination on the same day.

## **EXAMINATION CATEGORY LIST AND DESCRIPTION**

Reference Appendix A (Description of Examination and Application Categories)

## **CLIENT AGENCY - TEST DEVELOPMENT AND ADMINISTRATION**

The Client Agency shall:

- Provide to the Contractor information for all occupational trades, real estate and real estate appraisal laws, rules and regulations currently in force in the State of Connecticut. The Client Agency will promptly inform the Contractor and provide documentation for all changes to these laws, rules and regulations.
- Have the responsibility of establishing minimum qualifications and passing requirements of the testing candidates. The Contractor shall have no liability for general, special or consequential damages resulting from, or claiming to have resulted from, establishing such qualifications and requirements or from any other action by the Client Agency.
- Refer testing applicants for licensure to awarded Contractor.
- Protect the security of the examination process by keeping under lock and key any examination materials temporarily furnished to it by the Contractor.

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- Not use, copy, reproduce, disclose, or otherwise transmit in any manner examination test materials (or any part thereof) temporarily furnished to it by the Contractor.
- Assist in the investigation of any security problem connected with the administration of the program.
- Work with the Contractor to interface with the Client Agency's e-Licensing system.
- Appoint a liaison as a point of contact with the Contractor.

### **2. PROCESS LICENSE APPLICATIONS, COLLECT AND PROCESS LICENSE FEES**

The Contractor will assess an applicant's qualifications based upon a review of application information and related documentation pursuant to the specific work rules established by the Contractor and the Client Agency for each category of licensure (reference Appendix A). The Contractor will contact the Client Agency as needed for assistance with the processing of applications and fees. The services to be provided by the Contractor shall include but not be limited to the following:

- Assemble and provide/distribute application packages to applicants, the Client Agency, schools or other interested parties that may come into contact with potential testing applicants.
- Make available to testing applicants alternative mailing services such as facsimile and electronic transmission in addition to first class mail.
- Date all application materials upon arrival/receipt.
- Assign a unique tracking number to each testing applicant. The tracking number shall allow establishment of an audit trail for funds received by the contractor and funds transferred to the Client Agency.
- Review license applications and fees for completeness and correctness in order to assess an applicant's qualifications based on the materials submitted and specific work rules for each category of licensure. Applications will be reviewed in compliance with all applicable laws, rules, policies and protocols developed in consultation with, and approved by the Client Agency.
- Contact testing applicants to resolve deficiencies (i.e., missing signatures/information/documentation, incorrect payments). Applications that are incomplete or cannot otherwise be processed will be returned to the testing applicant within two (2) business days after receipt with a notification regarding the decision and a cover sheet listing the specific deficiencies and corrective actions needed.
- Refer certain applications to the Client Agency (e.g., criminal or disciplinary history) within two (2) business days of receipt and notify the testing applicant of the extent of expected delay. Referrals will be based upon criteria to be specified in the work rules to be developed mutually by the Client Agency and the Contractor.
- Verify licensure information by accessing records in the Client Agency's e-Licensing System
- Annotate all application records to indicate that the correct fee was received. The Client Agency's application fee shall be non-refundable.
- Deposit all fees collected within 24 hours of receipt into a restricted account per the Client Agency guidelines. Daily reconciliation reports shall be forwarded to the Client Agency designee in a format acceptable by the Client Agency.

## EXHIBIT A

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- Scan and maintain all applications and related material electronically and export them to the Client Agency in a format acceptable to the Client Agency. The Contractor shall keep all data according to security guidelines established by the Client Agency.
- Maintain hard-copy application files in the Contractor's Connecticut offices.

### **3. COLLECTION OF CONTINUING EDUCATION CREDITS ISSUED TO LICENSEES FROM APPROVED PROVIDERS, SCHOOLS AND ORGANIZATIONS**

The Contractor shall, subject to Client Agency approval, develop, design and establish appropriate links to and from approved providers/schools/organizations in order to collect/maintain student continuing education course attendance information. This will include each student's complete name, license number, course hours, school code, course title, course code and credits earned.

The Contractor will create and maintain a partner website for approved schools and programs for the collection of continuing education credits.

### **4. REPORT REQUIREMENTS**

#### Required Reports (Reference Appendix A)

The Contractor shall make available to the Client Agency the following reports:

- Candidate results roster indicating candidate name, ID number, address, school code, test date, test portions, score per portion (raw and percentage) and a result indicator (Pass/Fail)
- Examination statistics summary indicating by test type, by test portion and by first time versus repeater, the number of candidates (raw and percentage) passing and failing the examination
- Examination statistics for each test center indicating passing rates by test type, test portion, and first time versus repeater
- Evaluation of the Contractor's services that is completed by candidates via a survey distributed at the conclusion of every examination administration
- The Contractor shall compile a summary of the candidate comments on a daily basis and forward the information electronically to the Client Agency.
- Listing of all testing candidates who received special accommodations under the ADA which indicates candidate name, ID number, accommodation request, date approved, exam date, test portion and results.
- Listing of all testing candidates who received any special accommodations
- Listing of all eligible testing candidates who have not yet scheduled an examination appointment
- Individual school reports for each school indicating the school name and passing percentages by topic for each test type, test portion and first time versus repeater
- Special combination reports at the Client Agency's request
- These reports shall be available through a secure web browser online at the Client Agency's convenience by the next business day. The Client Agency shall have the option to run each report based on several criteria including dates and test type.

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The awarded Contractor shall have reporting capability to the State of Connecticut's vendor, Iron Data-IRON DATA-CAVU system, a Web-based, Microsoft technology with a SQL Server database. This contract requires a 30-day implementation from contract signing to go-live. During the duration of this contract the vendor, at its own expense, shall include any new business process changes, data conversions, acceptance testing, production support, and end user training to the State. The Contractor shall improve, manage and monitor operational process issues that arise to the satisfaction of and at the request of the State.

- Examples of random re-occurring enhancements during contract period include, but are not limited to the following:
- Initial Configuration and launch of EXPORT to IRON DATA-IRON DATA-CAVU .
- Software enhancements to support electronic application transfer to IRON DATA-IRON DATA-CAVU .
- Changes to IRON DATA-CAVU Export to support new license types as needed.
- Changes to IRON DATA-CAVU export to support republication of numerous exams.
- Internal System Alerts to verify IRON DATA-CAVU Export Items have been properly sent.
- Changes to exam mapping per IRON DATA-CAVU instructions.
- Support for IRON DATA-CAVU data audit process pertaining to the collection of continuing education credits by vendor and provided to IRON DATA-CAVU to populate credentials within the State e-license system.
- Changes to application export to IRON DATA-IRON DATA-CAVU .

The Contractor shall collect all candidate comments regarding the testing process and specific concerns regarding examination questions from its test centers daily. In addition, the testing service shall review every comment within 5 business days from the date the comment was submitted. If the submitted comments result in the editing or removal of any test question(s), the Contractor shall immediately notify the Client Agency and rescore the failed test results to determine if the status should change. If the grade status changes to a passing status, the Contractor shall be responsible to notify the testing candidate(s) immediately.

## APPENDIX A

### LIST OF EXAMINATION AND APPLICATION CATEGORIES

Below are the examination/application types referenced in the specifications. If additional tests are added for other trades, the Contractor will add those to the contract at no cost to the Client Agency. Some basic business rules are shown below for each application type but more specific work rules for each will be developed by the Client Agency with the Contractor.

#### REAL ESTATE LICENSES

##### Real Estate Salesperson License – Credential Prefix RES

Real Estate Salesperson - General Portion (ARELLO certified)

Real Estate Salesperson – State Portion (Based on State-specific outline)

Application Fee: \$40.00; Initial License Fee \$245.00

Application Qualification/Documentation Required: a 60 Hour “Principles & Practices” course certificate from an approved Connecticut provider

Required Affiliation: License requires affiliation to a licensed Real Estate broker

Expiration Date: Annually on May 31<sup>st</sup>

Continuing Education Requirements: 12 hours even years

Examination Subject Matter: The holder of such license must be affiliated with any real estate broker as an independent contractor or employed by a real estate broker to list for sale, sell or offer for sale, to buy or offer to buy or to negotiate the purchase or sale or exchange of real estate, or to offer for resale, a mobile manufactured home.

##### Real Estate Broker License – Credential Prefix REB

Real Estate Broker - General Portion (ARELLO certified)

Real Estate Broker - State Portion (Based on State-specific outline)

Application Fee: \$60.00; Initial License Fee \$470.00

Application Qualification/Documentation Required: a 60 hour of “Principles and Practices” course, a 30 hour Appraisal course and a 30 hour elective real-estate related course from an approved Connecticut provider and 2 years as a licensed Real Estate Salesperson.

Required Affiliation: None

Expiration Date: Annually on March 31<sup>st</sup>

Continuing Education Requirements: 12 hours even years

Examination Subject Matter: The holder of such license may act on behalf of another person or entity for a fee, commission or other valuable consideration to list for sale, sell, exchange buy or rent, or to offer or attempt to negotiate a sale exchange, purchase or rental of an estate or interest in real estate or a mobile manufactured home.



**Real Estate State Certified General Appraiser License - Credential Prefix RCG**

Appraisal Qualifications Board (AQB) certified

Application Fee \$90.00; Initial License Fee \$325.00

Application Qualification/Documentation Required: Per compliance with AQB requirements

Required Affiliation: None

Expiration Date: Annually on April 30th

Continuing Education Requirements: 28 hours even years

Examination Subject Matter: The scope of work for a Certified General Appraiser includes appraisal of all types of real estate without regard for transaction value.

**Real Estate State Certified Residential Appraiser License – Credential Prefix RCR**

Appraisal Qualifications Board (AQB) certified

Application Fee \$90.00; Initial License Fee \$325.00

Application Qualification/Documentation Required: Per compliance with AQB requirements

Required Affiliation: None

Expiration Date: Annually on April 30th

Continuing Education Requirements: 28 hours even years

Examination Subject Matter: The scope of work for a Certified Residential Appraiser includes appraisal of 1 to 4 family residential units without regard to transaction value or complexity

**OCCUPATIONAL TRADES LICENSES****Boilermaker Contractor License (BM-1) - Credential Prefix HTG**

Boilermaker Contractor – Business & Law Exam (BM-1)

Boilermaker Contractor – Technical Exam (BM-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Boilermaker Journeyman (Type BM-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of such license may install, erect, replace, repair or alter breeching exhaust and inlet air systems at electric generation facilities, including, but not limited to, cogeneration plants, bio-mass facilities, blast furnaces, combined cycle facilities, fossil fuel, gas and hydro power facilities, incinerators and nuclear power facilities, and shall include on site fabrication of boiler and pressure vessels under ASME Standards **unless otherwise exempted**. Requirement for this license type is two years as a licensed journeyman. Such person shall pass an examination approved by the Department of Consumer Protection.

**Boilermaker Journeyman License (BM-2) - Credential Prefix HTG**

Boilermaker Journeyman – Technical Exam (BM-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of such license may install, erect, replace, repair or alter breeching exhaust and inlet air systems at electric generation facilities, including, but not limited to, cogeneration plants, bio-mass facilities, blast furnaces, combined cycle facilities, fossil fuel, gas and hydro power facilities, incinerators and nuclear power facilities, and shall include on site fabrication of boiler and pressure vessels under ASME Standards **unless otherwise exempted**. The holder of such license may only perform such work while in the employ of a contractor licensed for such work. Such person shall have successfully completed a training program and shall have passed an examination approved by the Department of Consumer

## **ELECTRICAL CONTRACTORS AND ELECTRICAL JOURNEYPersonS**

*“Electrical work”* means the installation, erection, maintenance, alteration or repair of any wire, cable, conduit busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes. (Section 20-330, Connecticut General Statutes)

### **Electrical Unlimited Contractor License (E-1) – Credential Prefix ELC**

Electrical (Unlimited Contractor) – Business & Law Exam (E-1)

Electrical (Unlimited Contractor) – Technical Exam (E-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Electrical Unlimited Journeyman (Type E-2)

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes. The requirements to qualify for this license exam shall be two (2) years as a unlimited licensed journeyman or at least six (6) years of equivalent experience and training.

### **Electrical Unlimited Journeyman License (E-2) – Credential Prefix ELC**

Electrical (Unlimited Journeyman) – Technical Exam (E-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed contractor. The requirement to qualify for this license exam shall be the completion of a registered apprenticeship program or at least four (4) years of equivalent experience and training.

**Electrical Limited Contractor (Low Voltage-48, Telecommunications & Data) License (C-5) – Credential Prefix ELC**

Electrical (Limited Contractor) – Business & Law Exam (C-5)

Electrical (Limited Contractor) – Technical Exam (C-5) (Low Voltage-48, Telecommunications & Data)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Electrical Limited Journeyman (Type C-6)

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems, and telephone-interconnect. The voltage of any system is not to exceed forty-eight (48) volts or TEN (10) amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or at least six (6) years of equivalent experience and training.

**Electrical Limited Journeyman (Low Voltage-48, Telecommunications & Data) License (C-6) – Credential Prefix ELC**

Electrical (Limited Journeyman) – Technical Exam (C-6) (Low Voltage-48, Telecommunications & Data)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work as defined for C-5 category and only while in the employ of a licensed electrical contractor. The requirements to qualify for this license exam shall be the completion of a registered apprenticeship program or at least four (4) years of equivalent experience and training.

**Electrical Limited Contractor (Electric Signs) License (C-7) – Credential Prefix ELC**

Electrical (Limited Contractor) – Business & Law Exam (C-7)

Electrical (Limited Contractor) – Technical Exam (C-7) (Electric Signs)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Electrical Limited Journeyman (Type C-8)

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to installing, servicing, maintaining and testing electric signs where such work commences at a dedicated outlet receptacle or connection directly adjacent to such sign. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Electrical Limited Journeyman (Electric Signs) License (C-8) - Credential Prefix ELC**

Electrical (Limited Journeyman) – Technical Exam (C-8) (Electric Signs)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to installing, servicing, maintaining and testing electric signs where such work commences at a dedicated outlet receptacle or connection directly adjacent to such sign and only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Electrical Limited Contractor (Line Construction) License (L-1) – Credential Prefix ELC**

Electrical (Limited Contractor) – Business & Law Exam (L-1)

Electrical (Limited Contractor) – Technical Exam (L-1) (Line Construction)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Electrical Limited Journeyman (Type L-2)

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or at least six (6) years of equivalent experience and training.

**Electrical Limited Journeyman (Line Construction) License (L-2) – Credential Prefix ELC**

Electrical (Limited Journeyman) – Technical Exam (L-2) (Line Construction)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair, and only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or at least four (4) years of equivalent experience and training.

**Electrical Limited Contractor (Low Voltage-24) License (L-5) - Credential Prefix ELC**

Electrical (Limited Contractor) – Business & Law Exam (L-5)

Electrical (Limited Contractor) – Technical Exam (L-5) (Low Voltage-24)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Electrical Limited Journeyman (Type L-6)

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or at least six (6) years of equivalent experience and training.

**Electrical Limited Journeyman (Low Voltage-24) License (L-6) – Credential Prefix ELC**

Electrical (Limited Journeyman) – Technical Exam (L-6) (Low Voltage – 24)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems, and only while in the employ of a contractor licensed for such work. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or at least four (4) years of equivalent experience and training.

**Electrical Limited Contractor (Photovoltaic/Solar) License (PV-1) - Credential Prefix ELC**

Electrical (Limited Contractor) – Business & Law Exam (PV-1)

Electrical (Limited Contractor) – Technical Exam (PV-1) (Photovoltaic/Solar)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Electrical Limited Journeyman (Type PV-2)

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to Solar Electric systems; which means the installation, erection, repair, replacement, alteration or maintenance of photovoltaic or wind generation systems, including storage and distribution of such energy for heat, light, power or other purposes to a point immediately inside a structure or adjacent



to an end use. The requirements to qualify for this license examination shall be two years as a solar journeyman or equivalent experience and training.

### **Electrical Limited Journeyman (Photovoltaic/Solar) License (PV-2) – Credential Prefix ELC**

Electrical (Limited Journeyman) – Technical Exam (PV-2) (Photovoltaic/Solar)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to Solar Electric systems; which means the installation, erection, repair, replacement, alteration or maintenance of photovoltaic or wind generation systems, including storage and distribution of such energy for heat, light, power or other purposes to a point immediately inside a structure or adjacent to an end use and only while in the employ of a licensed electrical contractor. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

### **Electrical Limited Contractor (Telecommunications & Data) (T-1) – Credential Prefix ELC**

Electrical (Limited Contractor) – Business & Law Exam (T-1)

Electrical (Limited Contractor) – Technical Exam (T-1) (Telecommunications & Data)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Electrical Limited Journeyman (Type T-2)

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license. The requirements to qualify for this license examination shall be licensed journeyman or at least six (6) years of equivalent experience and training.

### **Electrical Limited Journeyman (Telecommunications & Data) License (T-2) – Credential Prefix ELC**

Electrical (Limited Journeyman) – Technical Exam (T-2) (Telecommunications & Data)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: September 30th

Continuing Education Requirements: 7 hours annually

Examination Subject Matter: The holder of this license may perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license. And only while in the employ of a licensed electrical contractor. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or at least four (4)

years of equivalent experience and training or five (5) years as a registered public service technician.

## **ELEVATOR CONTRACTORS AND ELEVATOR JOURNEYPERSONS**

“Elevator installation, repair and maintenance work” means the installation, erection, maintenance and repair of all types of elevators, dumb waiter escalators, and moving walks and all mechanical equipment, fittings, associated piping and wiring from source of supply brought to the equipment room by an unlimited electrical contractor for all types of machines used to hoist or convey persons or materials, but does not include temporary hoisting machines used for hoisting materials in connection with any construction job or project. (Section 20-330, Connecticut General Statutes)

### **Elevator Unlimited Contractor License (R-1) – Credential Prefix ELV**

Elevator (Unlimited Contractor) – Business & Law Exam (R-1)

Elevator (Unlimited Contractor) – Technical Exam (R-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Elevator Unlimited Journeyman (Type R-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform all elevator installation, repair and maintenance work as defined, in Section 20-330 of the Connecticut General Statutes. A person must have served at least two years as an R-2 journeyman or have equivalent experience to qualify for the R-1 examination.

### **Elevator Unlimited Journeyman License (R-2) – Credential Prefix ELV**

Elevator (Unlimited Journeyman) – Technical Exam (R-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform all elevator installation, repair and maintenance work as defined in Section 20-330 of the Connecticut General Statutes and only while in the employ of a duly licensed elevator contractor. A person must have completed a two year, four thousand (4,000) hour, elevator apprenticeship program or have equivalent experience to qualify for the R-2 examination.

### **Elevator Limited Contractor (Accessibility) License (R-5) – Credential Prefix ELV**

Elevator (Limited Contractor) – Business & Law Exam (R-5)

Elevator (Limited Contractor) – Technical Exam (R-5) (Accessibility)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Elevator Limited Journeyman (Type R-6)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: This license shall be known as an accessibility contractor's license. The holder of this license may perform, except as hereinafter stated, installation, repair and maintenance work on all equipment as defined in section 20-332-3a of these regulations. A person must have served at least two years as an R-2 or R-6 journey person or have equivalent experience to qualify for the R-5 examination. Accessibility contractors who have practiced their craft in the state of Connecticut for at least two (2) years or more prior to the adoption of these regulations shall be considered to have equivalent experience. The holder of this license may not perform any work on equipment as defined in section 20-332-3a of these regulations if the platform of said equipment is to penetrate the floor ceiling of the building in which the equipment is to be installed.

### **Elevator Limited Journey person (Accessibility) License (R-6) – Credential Prefix ELV**

Elevator (Limited Journey person) – Technical Exam (R-6) (Accessibility)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: This license shall be known as an accessibility journey person's license. The holder of this license may perform, except as hereinafter stated, installation, repair and maintenance work on all equipment as defined in section 20-332-3a of these regulations and only while in the employ of a duly licensed elevator contractor. A person must have completed an elevator accessibility apprenticeship program or have equivalent experience to qualify for the R-6 examination. Pursuant to Section 31-51d of the Connecticut General Statutes the labor commissioner will formulate work training standards for apprentices in the craft of installing accessibility equipment. Journeymen who have practiced their craft in the state of Connecticut for at least one (1) year or more prior to the adoption of these regulations shall be considered to have equivalent experience. The holder of this license may not perform any work on equipment as defined in section 20-332-3a of these regulations if the platform of said equipment is to penetrate the floor or ceiling of the building in which the equipment is to be installed.

### **Elevator Limited Contractor (Conveyor) License (R-7) - Credential Prefix ELV**

Elevator (Limited Contractor) – Business & Law Exam (R-7)

Elevator (Limited Contractor) – Technical Exam (R-7) (Conveyor)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Elevator Limited Journey person (Type R-8)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to installation, maintenance, alteration or repair of equipment, apparatus or machines used to convey materials. Such conveyors shall be permanently or temporary placed and are of a fixed nature. The holder of this license may not perform work on any freight elevator. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journey person or equivalent experience and training.



**Elevator Limited Journeyman (Conveyor) License (R-8) – Credential Prefix ELV**

Elevator (Limited Journeyman) – Technical Exam (R-8) (Conveyor)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to installation, maintenance, alteration or repair of equipment, apparatus or machines used to convey materials and only while in the employ of a contractor licensed for such work. Such conveyors shall be permanently or temporary placed and are of a fixed nature. The holder of this license may not perform work on any freight elevator. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Elevator Limited Contractor (Cranes & Hoists) License (R-9) – Credential Prefix ELV**

Elevator (Limited Contractor) – Business & Law Exam (R-9)

Elevator (Limited Contractor) – Technical Exam (R-9) (Cranes & Hoists)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Elevator Limited Journeyman (Type R-10)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to installation, maintenance, alteration or repair of equipment, apparatus or machines used to hoist or lift materials. Such hoists, lifts or cranes including but not limited to monorails, under hung cranes, overhead hoists, top running single girder cranes with under hung hoists and double girder cranes with top running hoists shall be permanently or temporary placed and are of a fixed nature. The holder of this license may not perform work on any freight elevator. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training. This license does not apply to any crane defined in section 29-221 of the Connecticut general statutes and regulated by the examining board for crane operators.

**Elevator Limited Journeyman (Cranes & Hoists) License (R-10) - Credential Prefix ELV**

Elevator (Limited Journeyman) – Technical Exam (R-10) (Cranes & Hoists)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to installation, maintenance, alteration or repair of equipment, apparatus or machines used to hoist or lift materials and only while in the employ of a contractor licensed for such work. Such hoists, lifts or cranes including but not limited to monorails, under hung cranes, overhead hoists, top running single girder cranes with under hung hoists and double girder cranes with top running hoists shall be permanently or temporary placed and are of a fixed nature. The holder of this license may not

perform work on any freight elevator. This license does not apply to any crane defined in section 29-221 of the Connecticut general statutes and regulated by the examining board for crane operators. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship or helper program or equivalent experience and training.

## **FIRE PROTECTION CONTRACTORS AND FIRE PROTECTION JOURNEYPERSONS**

“Fire protection sprinkler systems works” means the layout, on-site fabrication, installation, alteration or repair of any automatic or manual sprinkler system designed for the protection of the interior or exterior of a building structure from fire, or any piping or tubing and appurtenances and equipment pertaining to such system including overhead and underground water mains, fire hydrants and hydrant mains, standpipes and house connections to sprinkler systems, sprinkler tank heaters, excluding electrical wiring, air lines and thermal systems used in connection with sprinkler and alarm systems connected to foam extinguishing systems or special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems. "Fire protection sprinkler systems work" does not mean any engineering design work connected with the layout of fire protection sprinkler systems or any work performed by employees of or contractors hired by a public water system, as defined in subsection (a) of section 25-33d of the General Statutes. (Section 20-330, Connecticut General Statutes)

“Journeyman sprinkler fitters” means a specialized pipe fitter craftsman, experienced and skilled in the installation, alteration, maintenance and repair of fire protection sprinkler systems (Section 20-330, Connecticut General Statutes)

### **Fire Protection Sprinkler Unlimited Contractor License (F-1) - Credential Prefix FRP**

Fire Protection Sprinkler (Unlimited Contractor) – Business & Law Exam (F-1)

Fire Protection Sprinkler (Unlimited Contractor) – Technical Exam (F-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Fire Protection Sprinkler Unlimited Journeyman (Type F-2)

Expiration Date: October 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes. A person must have served at least two years as an F-2 journeyman or have equivalent experience to qualify for the F-1 examination.

### **Fire Protection Sprinkler Unlimited Journeyman License (F-2) – Credential Prefix FRP**

Fire Protection Sprinkler (Unlimited Journeyman) – Technical Exam (F-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes, but only while in the employ of a contractor licensed for such work. A person must have completed a 4-year fire

protection sprinkler apprentice program or have equivalent experience to qualify for the F-2 examination.

**Fire Protection Sprinkler Limited Contractor (Special Hazard Systems) License (F-3) – Credential Prefix FRP**

Fire Protection Sprinkler (Limited Contractor) – Business & Law Exam (F-3)

Fire Protection Sprinkler (Limited Contractor) – Technical Exam (F-3) (Special Hazard Systems)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Fire Protection Sprinkler Limited Journeyman (Type F-4)

Expiration Date: October 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems. A person must have served at least two years as an F-4 journeyman or have equivalent experience to qualify for the F-3 examination.

**Fire Protection Sprinkler Limited Journeyman (Special Hazard Systems) License (F-4) - Credential Prefix FRP**

Fire Protection Sprinkler (Limited Journeyman) – Technical Exam (F-4) (Special Hazard Systems)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems but only while in the employ of a contractor licensed for such work. A person must have completed a 3-year fire protection non-sprinkler apprenticeship program or have equivalent experience to qualify for the F-4 examination.

**Fire Protection Sprinkler Limited Contractor (Residential) License (F-7) – Credential Prefix FRP**

Fire Protection Sprinkler (Limited Contractor) – Business & Law Exam (F-7)

Fire Protection Sprinkler (Limited Contractor) – Technical Exam (F-7) (Residential)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Fire Protection Sprinkler Limited Journeyman (Type F-8)

Expiration Date: October 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do such work as that work limited to; "Residential Fire Sprinkler systems work" which means the work and practice, materials, installation, alteration, extension, removal, repair, maintenance or renovation of Residential Fire

Sprinkler systems involved with water based fire sprinkler systems, including dry pipe systems for the protection against the fire hazards in one and two-family dwellings and manufactured homes. A person must have served at least two years as an F-8 journeyman or have equivalent experience to qualify for the F-7 examination.

**Fire Protection Sprinkler Limited Journeyman (Residential) License (F-8) – Credential Prefix FRP**

Fire Protection Sprinkler (Limited Journeyman) – Technical Exam (F-8) (Residential)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do such work as that work limited to; “Residential Fire Sprinkler systems work” but only while in the employ of a contractor licensed for such work. A person must have completed a fire protection residential-sprinkler apprenticeship program or have equivalent experience and have been certified as having completed an approved training course on NFPA 13D, as required by the Department of Consumer Protection, to qualify for such examination.

**GLAZIERS (“AUTOMOTIVE GLASS WORK”; “FLAT GLASS WORK”)**

“Automotive glass work” means installing, maintaining or repairing fixed glass in motor vehicles. “Flat glass work” means installing, maintaining or repairing glass in residential or commercial structures.

**Glazier – Auto Glass Unlimited Contractor License (AG-1) - Credential Prefix GLZ**

Glazier - Auto Glass Unlimited Contractor – Business & Law Exam (AG-1)

Glazier - Auto Glass Unlimited Contractor – Technical Exam (AG-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Auto Glass Unlimited Journeyman (Type AG-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, maintenance, or repair of fixed glass in motor vehicles.

**Glazier – Auto Glass Unlimited Journeyman License (AG-2) – Credential Prefix GLZ**

Glazier - Auto Glass Unlimited Journeyman – Technical Exam (AG-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, maintenance, or repair of fixed glass in motor vehicles only while in the employ of a contractor licensed for such.

**Glazier – Flat Glass Unlimited Contractor License (FG-1) - Credential Prefix GLZ**

Glazier - Flat Glass Unlimited Contractor – Business & Law Exam (FG-1)

Glazier - Flat Glass Unlimited Contractor – Technical Exam (FG-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Flat Glass Unlimited Journeyman (Type FG-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, maintenance, or repair of glass in residential or commercial structures.

**Glazier – Flat Glass Unlimited Journeyman License (FG-2) – Credential Prefix GLZ**

Glazier - Flat Glass Unlimited Journeyman – Technical Exam (FG-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, maintenance, or repair of glass in residential or commercial structures only while in the employ of a contractor licensed for such.

**Hearth Products – Gas Contractor License (HP-1) - Credential Prefix HTG**

Hearth Products – Gas (Contractor) – Business & Law Exam (HP-1)

Hearth Products – Gas (Contractor) – Technical Exam (HP-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Hearth Products - Gas Journeyman (Type HP-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to "Hearth product work" means the installation, service or repair of a propane or natural gas fired fireplace, fireplace insert, stove or log set and associated venting and piping that simulates a flame of a solid fuel fire. The requirements to qualify for this license shall be two (2) years as a properly licensed journeyman and the presentation of a certificate contractor course and examination in "Hearth gas products" and examination in State specific Business and law.

**Hearth Products – Gas Journeyman License (HP-2) – Credential Prefix HTG**

Hearth Products – Gas (Journeyman) – Technical Exam (HP-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st



Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work as limited to "Hearth product work" means the installation, service or repair of a propane or natural gas fired fireplace, fireplace insert, stove or log set and associated venting and piping that simulates a flame of a solid fuel fire and only while in the employ of a licensed contractor. The requirements to qualify for this license exam shall be the completion of at least five (500) hours of experience and completion of a certificate technician course and examination in "Hearth gas products".

## **HEATING, PIPING & COOLING CONTRACTORS AND HEATING, PIPING & COOLING JOURNEYPersons**

"Heating, piping and cooling work" means the installation, repair, replacement, maintenance or alteration of any apparatus for piping, appliances, devices or accessories for heating systems, excluding sheet metal work; air conditioning and refrigeration systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment, but on and after July 1, 1984, shall not include solar work. (Section 20-330, Connecticut General Statutes).

### **Heating & Cooling Unlimited Contractor License (S-1) – Credential Prefix HTG**

Heating & Cooling (Unlimited Contractor) – Business & Law Exam (S-1)

Heating & Cooling (Unlimited Contractor) – Technical Exam (S-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Unlimited Journeyman (Type S-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do all heating, piping and cooling work as defined in section 20-330 of the Connecticut General Statutes. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

### **Heating & Cooling Unlimited Journeyman License (S-2) – Credential Prefix HTG**

Heating & Cooling (Unlimited Journeyman) – Technical Exam (S-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may do all heating, piping and cooling work as so defined only while in the employ of a licensed contractor. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Heating & Cooling Limited Contractor (Domestic Oil & Gas Burners) License (B-1) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (B-1)

Heating & Cooling (Limited Contractor) – Technical Exam (B-1) (Domestic Oil & Gas Burners)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type B-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work of installing, servicing or repairing gas or oil burners for domestic and light commercial installations. A domestic or light commercial burner shall be considered as one consuming five gallons or less per hour.

**Heating & Cooling Limited Journeyman (Domestic Oil & Gas Burners) License (B-2) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (B-2) (Domestic Oil & Gas Burners)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work of installing, servicing and repairing of gas or oil for domestic and light commercial installations as so defined in subsection (i) and only while in the employ of a contractor licensed for such work.

**Heating & Cooling Limited Contractor (Industrial Oil & Gas Burners) License (B-3) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (B-3)

Heating & Cooling (Limited Contractor) – Technical Exam (B-3) (Industrial Oil & Gas Burners)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type B-4)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installing, servicing and repairing of any gas or oil fired burners. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Heating & Cooling Limited Journeyman (Industrial Oil & Gas Burners) License (B-4) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (B-4) (Industrial Oil & Gas Burners)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installing, servicing and repairing of any gas or oil fired burner and only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Heating & Cooling Limited Contractor (HVACR-Gas) License (D-1) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (D-1)

Heating & Cooling (Limited Contractor) – Technical Exam (D-1) (HVACR – Gas)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type D-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment. This license does not include the installation or servicing of oil burners of any size. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Heating & Cooling Limited Journeyman (HVACR-Gas) License (D-2) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (D-2) (HVACR - Gas)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for conveyance of heating or cooling media and associated pumping equipment and only while in the employ of a contractor licensed for such work. This license does not cover the installation or servicing of oil burners of any size. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Heating & Cooling Limited Contractor (HVAC-Refrigeration) License (D-3) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (D-3)

Heating & Cooling (Limited Contractor) – Technical Exam (D-3) (HVAC – Refrigeration)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type D-4)

Expiration Date: August 31st

Continuing Education Requirements: None



Examination Subject Matter: The holder of this license may perform only work limited to the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning or special process systems. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Heating & Cooling Limited Journeyman (HVAC-Refrigeration) License (D-4) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (D-4) (HVAC – Refrigeration)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning and special process systems and only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Heating & Cooling Limited Contractor (LP & Natural Gas Burners including Associated Fuel Piping & Storage) License (G-1) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (G-1)

Heating & Cooling (Limited Contractor) – Technical Exam (G-1) (LP & Natural Gas Burners including Associated Fuel Piping & Storage)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type G-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only that work for the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas. . The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Heating & Cooling Limited Journeyman (LP & Natural Gas Burners including Associated Fuel Piping & Storage) License (G-2) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (G-2) (LP & Natural Gas Burners including Associated Fuel Piping & Storage)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform said work only while in the employ of a contractor licensed for such work. The holder of this license may perform only that work for the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Heating & Cooling Limited Contractor (Welding of Any Work Defined within CGS Chapters 393, 394 & 482) License (G-9) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (G-9)

Heating & Cooling (Limited Contractor) – Technical Exam (G-9) (Welding of Any Work Defined within CGS Chapters 393, 394 & 482)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type G-8)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to perform work as defined by section 20-330 of the Connecticut General Statutes. The requirements to qualify for this license examination shall be two (2) years as a journeyman or equivalent experience and training and the presentation of a certification in pipe welding that is current within six months of the date of application for this license. (includes conduit, supports, hangers, cable trays )

**Heating & Cooling Limited Journeyman (Welding of Any Work Defined within CGS Chapters 393, 394 & 482) License (G-8) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (G-8) (Welding of Any Work Defined within CGS Chapters 393, 394 & 482)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to perform work as defined by section 20-330 of the Connecticut General Statutes and only while in the employ of a properly licensed contractor. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training and the presentation of a certificate in pipe welding that is current within six months of the date of application for this license. (includes conduit, supports, hangers, cable trays )

**Heating & Cooling Limited Contractor (Heating Systems-Any Size or Type including Chilled Water) License (S-3) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (S-3)

Heating & Cooling (Limited Contractor) – Technical Exam (S-3) (Heating Systems – Any Size or Type including Chilled Water)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type S-4)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any apparatus of piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems). This license also covers the installation of hot, chilled and condenser water, as well as steam piping in air conditioning systems. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Heating & Cooling Limited Journeyman (Heating Systems-Any Size or Type including Chilled Water) License (S-4) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (S-4) (Heating Systems – Any Size or Type including Chilled Water)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any apparatus for piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems) and only while in the employ of a contractor licensed for such work. This license also covers the installation of hot, chilled and condenser water, as well as steam piping-in air conditioning systems. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Heating & Cooling Limited Contractor (Domestic Light Commercial Heating excluding Burners) License(S-5) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (S-5)

Heating & Cooling (Limited Contractor) – Technical Exam (S-5) (Domestic Light Commercial Heating excluding Burners)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type S-6)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's and steam pressure not exceeding 15 pounds, but does not cover the installation or servicing of oil burners of any size.

**Heating & Cooling Limited Journeyperson (Domestic Light Commercial Heating excluding Burners) License (S-6) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyperson) – Technical Exam (S-6) (Domestic Light Commercial Heating excluding Burners)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the following work, but only while in the employ of a contractor licensed for such work. The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's and steam pressure not exceeding 15 pounds, but does not cover the installation or servicing of oil burners of any size.

**Heating & Cooling Limited Contractor (Domestic & Light Commercial Heating) License(S-7) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (S-7)

Heating & Cooling (Limited Contractor) – Technical Exam (S-7) (Domestic & Light Commercial Heating)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyperson (Type S-8)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds. This license also covers the servicing and installation of oil burners handling up to five gallons per hour, as well as gas burners and gas piping for the work covered by this license. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyperson or equivalent experience and training.

**Heating & Cooling Limited Journeyperson (Domestic & Light Commercial Heating) License (S-8) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyperson) – Technical Exam (S-8) (Domestic & Light Commercial Heating)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds and only while in the employ of a contractor licensed for such work. Also covered by this license is the servicing and installation of oil burners handling up to five gallons per hour, as well as gas burners and gas piping for work covered by this license. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

### **Heating & Cooling Limited Contractor (Domestic & Light Commercial Heating & Cooling)**

#### **License(S-9) - Credential Prefix HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (S-9)

Heating & Cooling (Limited Contractor) – Technical Exam (S-9) (Domestic & Light Commercial Heating & Cooling)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type S-10)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's, steam pressure not exceeding fifteen pounds, and/or cooling installations up to 35 tons per systems. This license also covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

### **Heating & Cooling Limited Journeyman (Domestic & Light Commercial Heating & Cooling) License (S-10) - Credential Prefix HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (S-10) (Domestic & Light Commercial Heating & Cooling)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform work only while in the employ of a licensed contractor and only limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's, steam pressure not exceeding fifteen pounds, and/or cooling installations up to 35 tons per systems. This license also



covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

### **Heating & Cooling Limited Contractor (Solar Thermal) License (ST-1) - Credential Prefix**

#### **HTG**

Heating & Cooling (Limited Contractor) – Business & Law Exam (ST-1)

Heating & Cooling (Limited Contractor) – Technical Exam (ST-1) (Solar Thermal)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Heating & Cooling Limited Journeyman (Type ST-2)

Expiration Date: August 31st

Continuing Education Requirements: None

### **Heating & Cooling Limited Journeyman (Solar Thermal) License (ST-2) - Credential Prefix**

#### **HTG**

Heating & Cooling (Limited Journeyman) – Technical Exam (ST-2) (Solar Thermal)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

## **HOME INSPECTORS**

“Home Inspector” means a person licensed to conduct an examination and written evaluation of two or more specific components of a residential building, as set forth in Section 20-490, Connecticut General Statutes.

### **Home Inspection (Inspector) License - Credential Prefix HOI**

Home Inspection (Inspector) – Business & Law Exam

Home Inspection (Inspector) - Technical Exam

Application Fee \$40.00; Initial License Fee \$250.00

Application Qualification/Documentation Required: One (1) year licensed as a Home Inspector Intern

Expiration Date: June 30th

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may conduct an examination and written evaluation of two or more specific components of a residential building, as set forth in Section 20-490, Connecticut General Statutes.

## **Home Inspection (Inspector) License - Credential Prefix HOI**

An optional examination may be selected by the applicant (candidate) for licensure Home Inspector. In lieu of the State specific customized Home Inspector Exam for Connecticut, candidates may select the National Home Inspector Examination (NHIE), developed by the Examination Board of Professional Home Inspectors. Passing either exam shall be sufficient to continue the licensing process. The cost for the NHIE shall be \$225 per exam registration.

Home Inspection (Inspector) - Technical Exam - National Home Inspector Examination (NHIE)  
Application Fee \$40.00; Initial License Fee \$250.00

Application Qualification/Documentation Required: One (1) year licensed as a Home Inspector Intern

Expiration Date: June 30th

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may conduct an examination and written evaluation of two or more specific components of a residential building, as set forth in Section 20-490, Connecticut General Statutes.

## **MACHINIST TECHNICIANS**

A “machinist” is a craftsman skilled in the use and operation of hand or power driven machine tools designed for shaping, surfacing, or sizing of solid objects. The role of the machinist is to provide technical expertise from the knowledge and training obtained in such occupational area of work.

A machinist shall not perform any work directly on the piping systems which would include the repair, maintenance, installation, alteration, disassembly, or re-assembly of any apparatus, piping, devices or accessories defined in Section 20-330(5) and Section 20-330(3) of the Connecticut General Statutes.

## **Machinist Contractor License (MT-1) - Credential Prefix HTG**

Machinist (Contractor) – Business & Law Exam (MT-1)

Machinist (Contractor) – Technical Exam (MT-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Machinist Journeyman (Type MT-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to machining operations such as pipe prepping form tool and single point, pipe cut off and prepping, machine milling, (associated feed tables) flange facing, counter boring, cnc pipe prepping/machining, metal disintegrating machining, electrical discharge machining, machine boring and grinding, tapping and threading. The machining activities shall apply to all permanent plant equipment. This license only applies to work being performed at nuclear, fossil or petrochemical facilities. The requirements to qualify for this license exam shall be two (2) years as a properly licensed journeyman or equivalent experience and training as determined by the board.

**Machinist Journeyman License (MT-2) - Credential Prefix HTG**

Machinist (Journeyman) – Technical Exam (MT-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type.

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform work only while in the employ of a properly licensed contractor and only work limited to machining operations such as pipe prepping form tool and single point, pipe cut off and prepping, machine milling, (associated feed tables) flange facing, counter boring, cnc pipe prepping/machining, metal disintegrating machining, electrical discharge machining, machine boring and grinding, tapping and threading. The machining activities shall apply to all permanent plant equipment. This license only applies to work being performed at nuclear, fossil or petrochemical facilities. The requirements to qualify for this license exam shall be the completion of a bona fide apprenticeship program or equivalent experience and training as determined by the board.

**Operating Engineers Contractor License (OE-1) - Credential Prefix HTG**

Operating Engineers (Contractor) – Business & Law Exam (OE-1)

Operating Engineers (Contractor) – Technical Exam (OE-1) (Stationery Engineer)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as an Operating Engineer Journeyman (Type OE-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any operation work. "Operation" means a work discipline that employs technical knowledge and expertise in the manipulation, adjustment, control and monitoring of heating, air conditioning and refrigeration systems and boilers. “Operation” does not include working with refrigeration equipment with an aggregate of less than 50 hp (or kilowatt equivalency) or 200 lbs of refrigerant and any steam or water boiler with a maximum operating pressure of less than 15 psig. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Operating Engineers Journeyman License (OE-2) - Credential Prefix HTG**

Operating Engineers (Journeyman) – Technical Exam (OE-2) (Stationery Engineer)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any operation work. "Operation" means a work discipline that employs technical knowledge and expertise in the manipulation, adjustment, control and monitoring of heating, air conditioning and refrigeration systems and boilers. “Operation” does not include working with refrigeration equipment with an aggregate of less than 50 hp (or kilowatt



equivalency) or 200 lbs of refrigerant and any steam or water boiler with a maximum operating pressure of less than 15 psig. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

## **PLUMBING & PIPING CONTRACTORS AND PLUMBING & PIPING JOURNEYPERSONS**

“Plumbing and piping work” means the installation, repair, replacement, alteration or maintenance of gas, water and associated fixtures, laboratory equipment, sanitary equipment, other than subsurface sewage disposal systems, fire prevention apparatus, all water systems for human usage, sewage treatment facilities and all associated fittings within a building and shall include lateral storm and sanitary lines from buildings to the mains, swimming pools and pumping equipment, and shall include making connections to back flow prevention devices, and shall include low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system, but on and after July 1, 1984, shall not include solar work, except for the repair of those portions of a solar hot water heating system which include the basic domestic hot water tank and the tie-in to the potable water system and on and after April 1, 1989, shall not include the installation, repair, replacement, alteration or maintenance of prevention apparatus within a structure, except for standpipes which are not connected to sprinkler systems. (Section 20-330, Connecticut General Statutes).

### **Plumbing & Piping Unlimited Contractor License (P-1) – Credential Prefix PLM**

Plumbing & Piping (Unlimited Contractor) – Business & Law Exam (P-1)

Plumbing & Piping (Unlimited Contractor) – Technical Exam (P-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Plumbing & Piping Unlimited Journeyman (Type P-2)

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: The holder of this license may do all plumbing and piping work as defined in section 20-330 of the Connecticut General Statutes. The requirements to qualify for this license examination shall be two (2) years as an unlimited licensed journeyman or equivalent experience and training.

### **Plumbing & Piping Unlimited Journeyman License (P-2) – Credential Prefix PLM**

Plumbing & Piping (Unlimited Journeyman) – Technical Exam (P-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: The holder of this license may do all plumbing and piping work as so defined and only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Plumbing & Piping Limited Contractor (Water, Sewage & Storm Drainage) License (P-7) – Credential Prefix PLM**

Plumbing & Piping (Limited Contractor) – Business & Law Exam (P-7)

Plumbing & Piping (Limited Contractor) – Technical Exam (P-7) (Water, Sewage & Storm Drainage)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Plumbing & Piping Limited Journeyman (Type P-6)

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: The requirements for examination for this license shall be two (2) years as a journeyman or equivalent experience and training. This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure.

**Plumbing & Piping Limited Journeyman License (P-6) – Credential Prefix PLM**

Plumbing & Piping (Limited Journeyman) – Technical Exam (P-6) (Water, Sewage & Storm Drainage)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: The requirements for examination for this license shall be the completion of a registered one-year apprenticeship program or equivalent experience and training. This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure and only while in the employ of a contractor licensed for such work.

**Plumbing & Piping Limited Contractor (Petroleum Products Dispensing Equipment) License (P-9) – Credential Prefix PLM**

Plumbing & Piping (Limited Contractor) - Business & Law Exam (P-9)

Plumbing & Piping (Limited Contractor) – Technical Exam (P-9) (Petroleum Products Dispensing Equipment)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Plumbing & Piping Limited Journeyman (Type P-8)

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: The requirements for examination for this license shall be two (2) years as a properly licensed journeyman or equivalent experience and training. This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only.

**Plumbing & Piping Limited Journeyman (Petroleum Products Dispensing Equipment) License (P-8) – Credential Prefix PLM**

Plumbing & Piping (Limited Journeyman) – Technical Exam (P-8) (Petroleum Products Dispensing Equipment)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: The requirements for examination for this license shall be one (1) year as a registered apprentice equivalent experience and training. This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only, and only while in the employ of a contractor licensed for such work.

**Plumbing & Piping Limited Contractor (Water Conditioning & Pumps) License (J-1) – Credential Prefix PLM**

Plumbing & Piping (Limited Contractor) – Business & Law Exam (J-1)

Plumbing & Piping (Limited Contractor) – Technical Exam (J-1) (Water Conditioning & Pumps)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Plumbing & Piping Limited Journeyman (Type J-2)

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: The holder of this license may perform only work limited to domestic water pumps and water conditioning. The requirements to qualify for this license examination shall be two (2) years as a journeyman or equivalent experience and training.

**Plumbing & Piping Limited Journeyman (Water Conditioning & Pumps) License (J-2) – Credential Prefix PLM**

Plumbing & Piping (Limited Journeyman) – Technical Exam (J-2) (Water Conditioning & Pumps)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: The holder of this license may perform only work limited to domestic water pumps and water conditioning and only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Plumbing & Piping Limited Contractor (Irrigation) License (J-3) – Credential Prefix PLM**

Plumbing & Piping (Limited Contractor) – Business & Law Exam (J-3)

Plumbing & Piping (Limited Contractor) – Technical Exam (J-3) (Irrigation)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Plumbing & Piping Limited Journeyman (Type J-4)

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: This license permits the installation, repair, replacement, alteration or maintenance of lawn sprinkler systems and associated wiring not exceeding twenty-four volts used within a lawn sprinkler system. The requirements for this license shall be two (2) years as a journeyman or equivalent experience and training.

### **Plumbing & Piping Limited Journeyman (Irrigation) License (J-4) – Credential Prefix PLM**

Plumbing & Piping (Limited Journeyman) – Technical Exam (J-4) (Irrigation)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: : This license permits the installation, repair, replacement, alteration or maintenance of lawn sprinkler systems and associated wiring not exceeding twenty-four volts used within a lawn sprinkler system. The requirements for this license shall be the completion of a registered one-year apprenticeship program or equivalent experience and training.

### **Limited Contractor (Spa, Pool & Therapeutic Maintenance and Repair) License (SP-1) – Credential Prefix PLM**

(Limited Contractor) - Business & Law Exam (SP-1)

(Limited Contractor) – Technical Exam (SP-1) (Spa, Pool & Therapeutic Maintenance and Repair)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Limited Journeyman (Type SP-2)

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: The holder of this license may perform all plumbing, heating and electrical work necessary to service, modify or repair any swimming pool, hot tub, spa or similar recreational or therapeutic equipment, where such work commences at an outlet, receptacle, connection, back flow preventor, or fuel supply pipe previously installed by a person holding the proper license. The requirements to qualify for this license exam shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

### **Limited Journeyman (Spa, Pool & Therapeutic Maintenance and Repair) License (SP-2) – Credential Prefix PLM**

(Limited Journeyman) – Technical Exam (SP-2) (Spa, Pool & Therapeutic Maintenance and Repair)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: The holder of this license may perform all plumbing, heating and electrical work necessary to service, modify or repair any swimming pool, hot tub, spa or similar recreational or therapeutic equipment, where such work commences at an outlet, receptacle, connection, back flow preventer, or fuel supply pipe previously installed by a person holding the proper license and only while the licensee is in the employ of a plumbing contractor licensed for such work. The requirements to qualify for this license exam shall be the completion of a bona fide apprenticeship program or equivalent experience and training.

**Plumbing & Piping Limited Contractor (Sewage & Storm Drainage) License (W-9) – Credential Prefix PLM**

Plumbing & Piping (Limited Contractor) – Business & Law Exam (W-9)

Plumbing & Piping (Limited Contractor) – Technical Exam (W-9) (Sewage & Storm Drainage)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Plumbing & Piping Limited Journeyman (Type W-8)

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: The holder of this license may perform the installation, repair, replacement, or alteration of piping for storm and/or sanitary lines. This license DOES NOT permit any work on septic tank systems or inside a structure. Requirements for this exam: 6 months as a Journeyman.

**Plumbing & Piping Limited Journeyman (Sewage & Storm Drainage) License (W-8) – Credential Prefix PLM**

Plumbing & Piping (Limited Journeyman) – Technical Exam (W-8) (Sewage & Storm Drainage)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: The holder of this license may perform the following work, but only while in the employ of a contractor licensed for such work. The holder of this license may perform the installation, repair, replacement, or alteration of piping for storm and/or sanitary lines. This license DOES NOT permit any work on septic tank systems or inside a structure. Requirements for this exam: completion of a bona fide apprenticeship program, including not less than 6 months experience in the trade.

**Process Piping Human Consumption Limited Contractor (Production Equipment -Products for Human Consumption) License (PP-1) – Credential Prefix PLM**

Process Piping Human Consumption (Limited Contractor) - Business & Law Exam (PP-1)

Process Piping Human Consumption (Limited Contractor) – Technical Exam (PP-1) (Production Equipment – Products for Human Consumption)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Process Piping (Limited Process Piping Journeyman) (Type PP-2)

Expiration Date: October 31st



Continuing Education Requirements: Up to 7 hours every odd year

Examination Subject Matter: The holder of this license may perform only work limited to and used directly in the production of a product for human consumption. Process piping means piping or tubing that conveys liquid or gas that is used directly in the production of a product for human consumption. The requirements to qualify for this license exam shall be two (2) years as a properly licensed journeyman or equivalent experience and training as determined by the Department.

**Process Piping Human Consumption Limited Journeyman (Production Equipment - Products for Human Consumption) License (PP-2) – Credential Prefix PLM**

Process Piping Human Consumption (Limited Journeyman) – Technical Exam (PP-2)  
(Production Equipment – Products for Human Consumption)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: October 31st

Continuing Education Requirements: Up to 7 hours every even year

Examination Subject Matter: The holder of this license may perform work only while in the employ of a properly licensed contractor and only work limited and used directly in the production of a product for human consumption. Process piping means piping or tubing that conveys liquid or gas that is used directly in the production of a product for human consumption. The requirements to qualify for this license exam shall be the completion of a bona fide apprenticeship program or equivalent experience and training as determined by the Department.

**SOLAR ENERGY WORK**

“Solar work” means the installation, repair, replacement, alteration or maintenance of an active, passive or hybrid solar hot water heating system.

**Thermal Solar Limited Contractor License (ST-1) – Credential Prefix HTG**

Thermal Solar Limited Contractor - Business & Law Exam (ST-1)

Thermal Solar Limited Contractor – Technical Exam (ST-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Solar Thermal Journeyman (Type ST-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work on solar thermal hot water heating systems.

**Thermal Solar Limited Journeyman License (ST-2) – Credential Prefix HTG**

Thermal Solar Limited Journeyman – Technical Exam (ST-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work on solar thermal hot water heating systems and only while in the employment of a licensed contractor for such work.

## **SHEET METAL WORK**

Any person holding a license as defined within section 20-330(5) of the Connecticut General Statutes may perform “sheet metal work” as it pertains to the type of license that such person holds.

### **Sheet Metal Limited Contractor (Any Size HVAC Duct Work) License (SM-1) – Credential Prefix SHM**

Sheet Metal (Limited Contractor) – Business & Law Exam (SM-1)

Sheet Metal (Limited Contractor) – Technical Exam (SM-1) (Any Size HVAC Duct Work)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Sheet Metal Limited Journeyman (Type SM-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only that work for the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems which are covered under sections 20-332-5(a)(b)(c) and (d) of these regulations. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

### **Sheet Metal Limited Journeyman (Any Size HVAC Duct Work) License (SM-2) – Credential Prefix SHM**

Sheet Metal (Limited Journeyman) – Technical Exam (SM-2) (Any Size HVAC Duct Work)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only that work for the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems which are covered under sections 20-332-5(a)(b)(c) and (d) of these regulations. The holder of this license may perform said work only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Sheet Metal Limited Contractor (Domestic Light Commercial HVAC Duct Work) License (SM-3) – Credential Prefix SHM**

Sheet Metal (Limited Contractor) – Business & Law Exam (SM-3)

Sheet Metal (Limited Contractor) – Technical Exam (SM-3) (Domestic Light Commercial HVAC Duct Work)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Sheet Metal Limited Journeyman (Type SM-4)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only that work for the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building of any type. Light commercial and residential is a building with single air handling units not to exceed 35 tons of cooling, or fans or blowers not exceeding 14,000 cubic feet per minute (volume), excluding pneumatic conveyance systems which are covered under sections 20-332-5(a)(b)(c) and (d) of the regulations of Connecticut state agencies. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

**Sheet Metal Limited Journeyman (Domestic Light Commercial HVAC Duct Work) License (SM-4) – Credential Prefix SHM**

Sheet Metal (Limited Journeyman) – Technical Exam (SM-4) (Domestic Light Commercial HVAC Duct Work)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only that work for the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building of any type. Light commercial and residential is a building with single air handling units not to exceed 35 tons of cooling, or fans or blowers not exceeding 14,000 cubic feet per minute (volume), excluding pneumatic conveyance systems which are covered under sections 20-332-5(a)(b)(c) and (d) of the regulations of Connecticut state agencies. The holder of this license may perform such work only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

**Sheet Metal Limited Contractor (Hood Systems Only) License (SM-5) – Credential Prefix SHM**

Sheet Metal (Limited Contractor) – Business & Law Exam (SM-5)

Sheet Metal (Limited Contractor) – Technical Exam (SM-5) (Hood Systems Only)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Sheet Metal Limited Journeyman (Type SM-6)

Expiration Date: August 31st



Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only that work for the installation, erection, replacement, repair or alteration of both ferrous and nonferrous hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards, excluding pneumatic conveyance systems which are covered under sections 20-332-5(a)(b)(c) and (d) of the regulations of Connecticut state agencies. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

### **Sheet Metal Limited Journeyman (Hood Systems Only) License (SM-6) – Credential Prefix SHM**

Sheet Metal (Limited Journeyman) – Technical Exam (SM-6) (Hood Systems Only)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only that work for the installation, erection, replacement, repair or alteration of both ferrous and nonferrous hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards, excluding pneumatic conveyance systems which are covered under sections 20-332-5(a)(b)(c) and (d) of the regulations of Connecticut state agencies. The holder of this license may perform such work only while in the employ of a contractor licensed for such work. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

#### **Shorthand Reporters**

“Shorthand reporting” means making a verbatim record of the spoken word by the use of written symbols, either manually or by the use of a stenotype machine or computer aided stenotype transcription machine, for the purpose of reporting arbitration proceedings, administrative hearings, depositions, or other proceedings or matters for the use of the courts of this state.

#### **RADIO SERVICE DEALERS & TECHNICIANS**

#### **TELEVISION DEALERS & TECHNICIANS**

"Service" means the installation, maintenance, repair, replacement, inspection and modification of receiving equipment.

"Service dealers" means a person engaging in the business of servicing receiving equipment, having an established location for the performance of such service.

"Receiving equipment" means television or radio receiving apparatus and associated components, including, but not limited to, antenna receiving systems, phonographs, tape recorders and audiovisual equipment (Section 20-342, Connecticut General Statutes.)

**TV & Radio Unrestricted Dealer/Technician License (V-1) – Credential Prefix TVR**

TV & Radio (Unrestricted Dealer/Technician) – Business & Law Exam (V-1)

TV & Radio (Unrestricted Dealer/Technician) – Technical Exam (V-1)

Application Fee \$100.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a TV & Radio Unrestricted Technician (Type V-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: This is a technician who operates a business, could be both sales and/or service, which is not incorporated, and is not restricted in any way. Can repair television, radio, stereo, install any type of antenna, etc. Service of televisions, radios, stereos and installation of any type of antenna. "Service" means the installation, maintenance, repair, replacement, inspection and modification of receiving equipment. "Service dealers" means a person engaging in the business of servicing receiving equipment, having an established location for the performance of such service. "Receiving equipment" means television or radio receiving apparatus and associated components, including, but not limited to, antenna receiving systems, phonographs, tape recorders and audiovisual equipment.

**TV & Radio Unrestricted Technician License (V-2) – Credential Prefix TVR**

TV & Radio (Unrestricted Technician) – Technical Exam (V-2)

Application Fee \$40.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license is a technician working as an employee for a service dealer, which is either a sole proprietor or corporation. The holder of this license may perform service or repair of televisions, radios, stereos, and install any type of antennae, etc. "Service" means the installation, maintenance, repair, replacement, inspection and modification of receiving equipment. "Service dealers" means a person engaging in the business of servicing receiving equipment, having an established location for the performance of such service. "Receiving equipment" means television or radio receiving apparatus and associated components, including, but not limited to, antenna receiving systems, phonographs, tape recorders and audiovisual equipment.

**TV & Radio Dealer/Technician Restricted Antenna License (V-5) – Credential Prefix TVR**

TV & Radio (Dealer/Technician Restricted Antenna) – Business & Law Exam (V-5)

TV & Radio (Dealer/Technician Restricted Antenna) – Technical Exam (V-5)

Application Fee \$100.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a TV & Radio Technician Restricted Antenna (Type V-4)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: Service, installation, maintenance, repair, replacement, inspection and modification of Dish antennas and associated wiring and receiving equipment for a one meter or less in diameter dish designed to receive direct broadcast satellite service, including direct to home satellite service, or to receive or transmit fixed wireless signals via satellite. Must hold

Technician license first two years.

### **TV & Radio Technician Restricted Antenna License (V-4) – Credential Prefix TVR**

TV & Radio (Technician Restricted Antenna) – Technical Exam (V-4)

Application Fee \$40.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: Service, installation, maintenance, repair, replacement, inspection and modification of Dish antennas and associated wiring and receiving equipment for a one meter or less in diameter dish designed to receive direct broadcast satellite service, including direct to home satellite service, or to receive or transmit fixed wireless signals via satellite, while in the employ of a Dealer or Dealer –Technician licensed for such work. Such person shall have successfully completed an apprenticeship and training program established and approved by the Labor Department or the Department of Consumer Protection of not less than 40 hours of related instruction in addition to 120 hours of on the job training (160 total) and shall have passed an examination approved or administered by the Department of Consumer Protection.

### **TV & Radio Dealer/Technician Unrestricted Antenna License (V-7) – Credential Prefix TVR**

TV & Radio (Dealer/Technician Unrestricted Antenna) – Business & Law Exam (V-7)

TV & Radio (Dealer/Technician Unrestricted Antenna) – Technical Exam (V-7)

Application Fee \$100.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a TV & Radio Technician Unrestricted Antenna (Type V-6)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: A technician who qualifies to do any type of antenna systems, both single and MATV systems. In most cases, he operates a business but could work for someone else who needs a person qualified to do Master Antenna work. Installation of any type antenna systems including single and MATV systems.

### **TV & Radio Technician Unrestricted Antenna License (V-6) – Credential Prefix TVR**

TV & Radio (Technician Unrestricted Antenna) – Technical Exam (V-6)

Application Fee \$40.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license is a technician working as an employee for a service dealer, which is either a sole proprietor or corporation. Installation of any type antenna systems including single and MATV systems.

**TV & Radio (Radio Contractor) (Radio Install & Repair) License (R-1) – Credential Prefix TVR**

TV & Radio (Radio Contractor) – Business & Law Exam (R-1)

TV & Radio (Radio Contractor) – Technical Exam (R-1) (Radio Install & Repair)

Application Fee \$100.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a TV & Radio (Radio Technician) (Type R-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: This is a technician who operates a business, could be both sales and/or service, which is not incorporated, and is not restricted in any way. This license is restricted to radio and audio servicing, installation or repair only. "Service" means the installation, maintenance, repair, replacement, inspection and modification of receiving equipment. "Service dealers" means a person engaging in the business of servicing receiving equipment, having an established location for the performance of such service.

**TV & Radio (Radio Technician) (Radio Install & Repair) License (R-2) – Credential Prefix TVR**

TV & Radio (Radio Technician) – Technical Exam (R-2) (Radio Install & Repair)

Application Fee \$40.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license is a technician working as an employee for a service dealer, which is either a sole proprietor or corporation. This license is restricted to radio and audio servicing, installation or repair only. "Service" means the installation, maintenance, repair, replacement, inspection and modification of receiving equipment.

**TV & Radio (Radio Restricted Contractor) (Radio Install Only) License (RR-1) – Credential Prefix TVR**

TV & Radio (Radio Restricted Contractor) – Business & Law Exam (RR-1)

TV & Radio (Radio Restricted Contractor) – Technical Exam (RR-1) (Radio Install Only)

Application Fee \$100.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a TV & Radio (Radio Restricted Technician) (Type RR-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: A license which allows installation of radio, stereo, CB, sound equipment in automobiles only. No repair work allowed. Can operate own business, or sub-contract. Restricted to the installation of radio, stereo, CB, and sound equipment in automobiles only. No repair work is allowed. 40 question examination.

**TV & Radio (Radio Restricted Technician) (Radio Install Only) License (RR-2) – Credential Prefix TVR**

TV & Radio (Radio Restricted Technician) – Technical Exam (RR-2) (Radio Install Only)

Application Fee \$40.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license works as an employee for a service dealer, which is either a sole proprietor or corporation. The holder of this license is restricted to the installation of radio, stereo, CB, and sound equipment in automobiles only. No repair work is allowed.

### **Valve Repair & Maintenance Contractor License (VT-1) – Credential Prefix HTG**

Valve Repair & Maintenance (Contractor) – Business & Law Exam (VT-1)

Valve Repair & Maintenance (Contractor) – Technical Exam (VT-1)

Application Fee \$150.00; Initial License Fee \$150.00

Application Qualification/Documentation Required: Two (2) years licensed as a Valve Repair & Maintenance Journeyman (Type VT-2)

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves. The requirements to qualify for this license examination shall be two (2) years as a properly licensed journeyman or equivalent experience and training.

### **Valve Repair & Maintenance Journeyman License (VT-2) – Credential Prefix HTG**

Valve Repair & Maintenance (Journeyman) – Technical Exam (VT-2)

Application Fee \$90.00; Initial License Fee \$120.00

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: August 31st

Continuing Education Requirements: None

Examination Subject Matter: The holder of this license may perform work only while in the employ of a properly licensed contractor and only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves. The requirements to qualify for this license examination shall be the completion of a registered apprenticeship program or equivalent experience and training.

### **Well-Drilling Unlimited Contractor License (W-1) – Credential Prefix WWC**

Well-Drilling (Unlimited Contractor) – Business & Law Exam (W-1)

Well-Drilling (Unlimited Contractor) – Technical Exam (W-1)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a Well-Drilling Unlimited Driller (Type W-2)

Expiration Date: April 30th

Continuing Education Requirements: None

Examination Subject Matter: This registration permits the registrant to construct a well, including but not limited to, the installation, repair and maintenance of pumps, pump motors, pump piping,



valves, wiring, electric controls and tanks. Before any registration is issued to any individual the Board shall require that the applicant submit:

- (1) His full, legal name, street address, city, state and zip code;
- (2) A certificate of liability insurance specifying well drilling purposes and providing liability coverage for bodily injury of at least one hundred thousand dollars (\$100,000) per person with an aggregate of at least three hundred thousand dollars (\$300,000), and for property damage of at least fifty thousand dollars (\$50,000) per accident with an aggregate of at least one hundred thousand dollars (\$100,000);
- (3) Documentation that he has been actively engaged in the well drilling trade as a well driller for a period of thirty-six (36) months prior to the date of his application and/or has held a valid W-2 registration for at least two years;
- (4) The name(s) and address(es) of his employee(s) who holds a master driller registration;
- (5) Letters of references from a Connecticut registered well contractor, a local public health official and one (1) other responsible citizen which attest to the applicant's integrity and ability to act as a well driller; and
- (6) He shall be found in compliance with all provisions of subsection (e) (1) of section 25-129 of the General Statutes, concerning his conduct in the well drilling industry.

### **Well-Drilling Unlimited Driller License (W-2) – Credential Prefix WWD**

Well-Drilling (Unlimited Driller) – Technical Exam (W-2)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: April 30th

Continuing Education Requirements: None

Examination Subject Matter: The requirements for this registration shall be three (3) years as an apprentice driller or possesses equivalent experience and training. This registration permits the registrant to construct a well, including but not limited to, the installation, repair and maintenance of pumps, pump motors, pump piping, valves, wiring, electric controls and tanks only while the registrant is in the direct and regular employment of a contractor registered for such work. The applicant shall demonstrate his knowledge of well drilling by passing a written examination conducted pursuant to Sections 21a-7 (1) and 21a-8 (5) of the General Statutes.

### **Well-Drilling Limited Contractor (Monitoring Wells/Non-Water Supply) License (W-3) – Credential Prefix WNC**

Well-Drilling (Limited Contractor) – Business & Law Exam (W-3)

Well-Drilling (Limited Contractor) – Technical Exam (W-3) (Monitoring Wells/Non-Water Supply)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a Well-Drilling Limited Driller (Type W-4)

Expiration Date: April 30th

Continuing Education Requirements: None

Examination Subject Matter: This registration permits the registrant to construct a well, including but not limited to, the installation, repair and maintenance of pumps, pump motors, pump piping, valves, wiring, electric controls and tanks. Before any registration is issued to any individual the Board shall require that the applicant submit:

- (1) His full, legal name, street address, city, state and zip code;

(2) A certificate of liability insurance specifying well drilling purposes and providing liability coverage for bodily injury of at least one hundred thousand dollars (\$100,000) per person with an aggregate of at least three hundred thousand dollars (\$300,000), and for property damage of at least fifty thousand dollars (\$50,000) per accident with an aggregate of at least one hundred thousand dollars (\$100,000);

(3) Documentation that he has been actively engaged in the well drilling trade as a well driller for a period of thirty-six (36) months prior to the date of his application and/or has held a valid W-4 registration for at least two years;

(4) The name(s) and address(es) of his employee(s) who holds a master driller registration;

(5) Letters of references from a Connecticut registered well contractor, a local public health official and one (1) other responsible citizen which attest to the applicant's integrity and ability to act as a well driller; and

(6) He shall be found in compliance with all provisions of subsection (e) (1) of section 25-129 of the General Statutes, concerning his conduct in the well drilling industry.

### **Well-Drilling Limited Driller (Monitoring Wells/Non-Water Supply) License (W-4) – Credential Prefix WND**

Well-Drilling (Limited Driller) – Technical Exam (W-4) (Monitoring Wells/Non-Water Supply)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original “Apprenticeship Completion” letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: April 30th

Continuing Education Requirements: None

Examination Subject Matter: The requirements for this registration shall be three (3) years as an apprentice driller or possess equivalent experience and training. This registration permits the registrant to construct a well, including but not limited to, the installation, repair and maintenance of pumps, pump motors, pump piping, valves, wiring, electric controls and tanks only while the registrant is in the direct and regular employment of a contractor registered for such work. The applicant shall demonstrate his knowledge of well drilling by passing a written examination conducted pursuant to Sections 21a-7 (1) and 21a-8 (5) of the General Statutes.

### **Well-Drilling Limited Contractor (Well Casing Extensions) License (W-5) – Credential Prefix WNC**

Well-Drilling (Limited Contractor) – Business & Law Exam (W-5)

Well-Drilling (Limited Contractor) – Technical Exam (W-5) (Well Casing Extensions)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a Well-Drilling Limited Journeyman (Type W-6)

Expiration Date: April 30th

Continuing Education Requirements: None

Examination Subject Matter: This registration permits the registrant to perform plumbing and piping work pursuant to chapter 393 to perform well casing extension, repair and maintenance work

### **Well-Drilling Limited Journeyman (Well Casing Extensions) License (W-6) – Credential Prefix WND**

Well-Drilling (Limited Journeyman) – Technical Exam (W-6) (Well Casing Extensions)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: April 30th

Continuing Education Requirements: None

Examination Subject Matter: This registration permits the registrant to perform plumbing and piping work pursuant to chapter 393 to perform well casing extension, repair and maintenance work while in the employ of a licensed contractor for such work.

### **Well-Drilling Limited Contractor (Geothermal Wells) License (W-7) – Credential Prefix WWC**

Well-Drilling (Limited Contractor) – Business & Law Exam (W-7)

Well-Drilling (Limited Contractor) – Technical Exam (W-7) (Geothermal Wells)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a Well-Drilling Limited Driller (Type W-8)

Expiration Date: April 30th

Continuing Education Requirements: None

### **Well-Drilling Limited Driller (Geothermal Wells) License (W-8) – Credential Prefix WND**

Well-Drilling (Limited Driller) – Technical Exam (W-8) (Geothermal Wells)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: April 30th

Continuing Education Requirements: None

### **Well-Drilling Limited Contractor (Direct Exchange Geothermal) License (W-9) – Credential Prefix WWC**

Well-Drilling (Limited Contractor) – Business & Law Exam (W-9)

Well-Drilling (Limited Contractor) – Technical Exam (W-9) (Direct Exchange Geothermal)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Two (2) years licensed as a Well-Drilling Limited Driller (Type W-10)

Expiration Date: April 30th

Continuing Education Requirements: None

### **Well-Drilling Limited Driller (Direct Exchange Geothermal) License (W-10) – Credential Prefix WND**

Well-Drilling (Limited Driller) – Technical Exam (W-10) (Direct Exchange Geothermal)

Application Fee \$44.00; Initial License Fee \$-0-

Application Qualification/Documentation Required: Original "Apprenticeship Completion" letter from the Connecticut Department of Labor, Office of Apprenticeship Training, for this specific category type

Expiration Date: April 30th

Continuing Education Requirements: None



## Swimming Pool Builder and Assembler Above Ground

### **Swimming Pool Builder – Credential Prefix SPB**

Swimming Pool Builder - Business & Law Exam (SPB)

Swimming Pool Builder – Technical Exam (SPB)

Application Fee: \$150.00

Initial License Fee: None

Application Qualification / Documentation Required: On job training and related instruction as the determined by the Department.

Continuing Education Requirements: Yes

Examination Subject Matter: "Swimming pool" means a permanent spa or any in-ground or partially above-ground structure intended for swimming that is greater than twenty-four inches in depth, and (2) "swimming pool builder" means a person who, for financial compensation, excavates and grades for and constructs and installs a swimming pool, including, but not limited to, tiling, coping, decking and installation of associated circulation equipment such as pumps, filters and chemical feeders.

### **Swimming Pool Assembler Above Ground License – Credential Prefix SPG**

Swimming Pool Assembler Above Ground- Technical Exam

Swimming Pool Assembler Above Ground- Business and Law Exam

Application Fee: \$150

Initial License Fee: None

Application Qualification/Documentation Required: Upon approval of the State of Connecticut

Continuing Education Requirements: Yes

Examination Subject Matter: "Swimming pool assembler" means a person, who for financial compensation assembles an above-ground swimming pool. "Above-ground swimming pool" means any structure intended for swimming that is assembled above ground and is greater than twenty-four inches in depth.

### **Land Surveyor License – Credential Prefix LSX**

Land Surveyor-Technical Exam

Application Qualification/Documentation Required: NONE upon approval of the State of Connecticut a list of approved candidates with contact information provided to vendor.

Continuing Education Requirements: None

Examination Subject Matter: Connecticut law Specific Land Surveyor State Portion Exam from a pool of questions developed by the Department and the vendor. (Two Hours and 40 questions multiple choice)

## CONNECTICUT-SPECIFIC EXAMINATIONS

### OCCUPATIONAL TRADES EXAMINATIONS

The two components of this requirement are the business and law examination listed below and the published text known as the “Connecticut Occupational Business and Law Manual”.

The Connecticut Business and Law manual for occupational professions shall be bound and shall contain minimum content areas which include the complete text of all related statutes, regulations and summary explanations of State and Federal government roles/responsibilities of contracting relating to all examination types within this contract, and vendor shall get approval first from the State prior to use.

Business and Law Exam portion Occupational	01	Licensing	5
	02	Estimating and Bidding	7
	03	Lien Law	1
	04	Financial Management	5
	05	Tax Laws	5
	06	Labor Laws	5
	07	Project Management	5
	08	Contracts	6
	09	Business Organization	2
	10	Risk Management	4
	11	Environmental and Safety	5
		Total:	50

### REAL ESTATE EXAMINATIONS

#### **Content Outline for Connecticut Real Estate Sales and Broker Licenses**

**Salesperson: 30 scored questions (State portion)**

**Broker: 40 scored questions (State portion)**

The state section of the examination is based on Connecticut General Statutes Chapter 392, the Connecticut Real Estate Commission regulations and policies implementing Chapter 392, and the other Connecticut laws referred to in the content outline. A compilation of Chapter 392 statutes, regulations and policies, entitled *Real Estate Law and Regulations Concerning the Conduct of Real Estate Brokers*, is available through the Department of Consumer Protection’s website at [www.state.ct.us/dcp](http://www.state.ct.us/dcp).

As a study guide, test takers may want to consult the most recent edition of Katherine A. Pancak, *Connecticut Real Estate Practice and Law*, published by Dearborn Real Estate Education, Chicago, IL, as well as other available textbooks and reference materials.

1. **Connecticut Real Estate Commission and Licensing Requirements** (Sales 5 questions; Broker 5 questions)
  - a. Real Estate Commission purpose, powers and duties
  - b. Activities requiring a license
  - c. Exemptions from licensure
  - d. License types and qualifications

- e. License renewal, continuing education, and transfer
  - f. Real Estate Guaranty Fund
  - g. License suspension and revocation
2. **Connecticut Laws Governing the Activities of Licensees** (Sales 10 questions; Broker 11 questions)
- a. Broker/salesperson relationship
  - b. Duties to parties
  - c. Handling of deposits and other monies
  - d. Misrepresentation
  - e. Disclosure of nonmaterial facts
  - f. Advertising
  - g. Commissions and compensation
  - h. Unlicensed personal assistants
3. **Connecticut Real Estate Agency** (Sales 8 questions; Broker 9 questions)
- a. Agency: the representing of a client vs. working with a customer
  - b. Agency agreements
  - c. Agency disclosure
  - d. Subagency limitations
  - e. Dual agency
  - f. Designated agency
  - g. Confidential information
  - h. Interference with agency relationship
4. **Connecticut-Specific Real Estate Principles and Practices** (Sales 7 questions, Broker 7 questions)
- a. Connecticut-specific property ownership and transfer issues
    - i. Co-ownership forms and shares
    - ii. Adverse possession/prescriptive easement time
    - iii. Land records and recording
    - iv. Real property taxes and assessments
    - v. Conveyance tax
    - vi. Residential property condition disclosure
  - b. Connecticut Landlord-Tenant Act
  - c. Connecticut Common Interest Ownership Act
  - d. Connecticut fair housing law
  - e. Connecticut lead paint laws
  - f. Connecticut disclosure of off-site conditions law
  - g. Connecticut Uniform Electronic Transactions Act
5. **For Brokers Exam Only** (Broker 8 questions)
- a. Record keeping
  - b. Escrow accounts
  - c. Brokers lien
  - d. Notice of commission rights in commercial transactions
  - e. Cooperation with out-of-state brokers
  - f. Interstate land sales
  - g. Mortgage brokerage fees charged by brokers
  - h. Real properties securities/syndication

**REAL ESTATE CONTINUING EDUCATION Test-out Examination  
2006 to 2008 Cycle; 40 questions (2008 to 2010 outline to be created)**

This outline is based on the continuing education mandatory curriculum, requiring revisions every two years during this contract period, which can be found posted at [www.state.ct.us/dcp](http://www.state.ct.us/dcp).

**1. Current Issues in Real Estate I (20 questions)**

- a. Broker/salesperson relationship
- b. Agency representation
- c. Misrepresentation/Nondisclosure
- d. Advertising
- e. Broker lien rights

**2. Current Issues in Real Estate II (20 questions)**

- a. Fair housing
- b. Offers and contracts
- c. Deposits
- d. RESPA
- e. Electronic signatures
- f. Commercial real estate
- g. Legislative and court case updates
  - i. Records retention
  - ii. Eminent domain
  - iii. Law updates from instructors seminar

**STC-1 Contractor Type Solar Thermal Certificate Program**

The holder of this license may perform only work on solar thermal systems. (4) "Solar thermal work" means the installation, erection, repair, replacement, alteration, or maintenance of active, passive and hybrid solar systems that directly convert ambient energy into heat or convey, store or distribute such ambient energy.

Requirements for this license require holding a STC-2 license for not less than two years and pass the trade knowledge examination portion.

**STC-2 Type**

The holder of this license may perform the following work, but only while in the employ of a contractor licensed for such work. The holder of this license may perform only work on solar thermal systems. (4) "Solar thermal work" means the installation, erection, repair, replacement, alteration, or maintenance of active, passive and hybrid solar systems that directly convert ambient energy into heat or convey, store or distribute such ambient energy.

Requirements for this exam shall be an apprenticeship program which included instructions in solar thermal work or equivalent experience and training.

## **CONTRACTOR REPORTING CAPABILITIES**

### Reports Required For All Examination Types

Statistics Summary  
 Examination Results (by Test Centers)  
 Examination Results by Test  
 Portion Pass Rate  
 Statistics Summary by Test  
 Survey Report by Test  
 Examination Results (with Company Name)  
 Approved but Unscheduled  
 Examination Results (without Company Name)  
 Examination Results  
 School Summary  
 School Summary (First-Time and Repeat Examinees)  
 Examination Results (Raw Score)

## **CANDIDATE INFORMATION BULLETIN**

CONTRACTOR must publish on its website and provide to candidates free of charge upon request the following Candidate Information Bulletins which include all the various license types, references and content areas of each examination process, policies and procedures.

### Entitled in the following groups:

CT Crane and Conveyor Trades  
 CT Electrical Trades  
 CT Elevator Trades  
 CT Fire Protection Trades  
 CT Gas Supply, Storage, Piping and Equipment  
 CT Glaziers  
 CT Heating, Piping and Cooling Trades  
 CT Home Inspector Trade  
 CT Irrigation Trades  
 CT Operating Engineers  
 CT Petroleum and Alternative Fuel Trades  
 CT Plumbing Trades  
 CT Process Piping  
 CT Sheet Metal Trades  
 CT Sign and Outline Lighting Trades  
 CT Solar Trades  
 CT Spa and Pool Trades  
 CT TV Radio Trades  
 CT Welding, Valves, Machinist Trades  
 CT Well Drilling  
 CT Certified Residential Appraiser  
 CT Certified General Appraiser  
 CT Salesperson  
 CT Continuing Education Examination  
 CT Broker

**EXHIBIT B, RFP-16  
PRICE SCHEDULE**

**RFP NO: 12PSX0341**

PROPOSER NAME:	PSI Services LLC		
DELIVERY:	As Required	TERMS: Net 45 Days	CASH DISCOUNT: 0 % 0 Days

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT PRICE
	Contractor shall provide testing, application processing and related services for Occupational and Professional licensure in accordance with Exhibit A and Appendix A.	
1.	Occupational and Real Estate License Qualifying Examinations for the Categories Listed in Appendix A	\$ 65.00 per Exam \$125.00 per Appraiser Exam Only
	<u>Additional Services</u> Business & Law Reference Manual	\$ 65.00
	Examination Review	\$ 40.00
	Duplicate Score Report	\$ 0.00 / No Charge
	Examination Re-Take	\$ 65.00 per Exam \$125.00 per Appraiser Exam Only
	Re-take one portion of a multi-portion examination	\$ 55.00 per Exam Portion
	Continuing Education (fee per name)	\$ 1.00 Per Name



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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





## DEFINITIONS

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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