

Agreement
Between Automatic Laundry Services Company, Inc. and
Western Connecticut State University
For the Operation of a Coin and Debit Card Laundry Program

This Agreement is made by and between Automatic Laundry Services Company, Inc. (hereinafter the "Contractor") with offices at 45 Border St., West Newton, MA 02465 and Western Connecticut State University with campuses located at 181 White St. and 43 Lake Avenue Extension, Danbury, CT 06810 (hereinafter "University").

1. Laundry Program: Contractor shall operate a coin and debit card washer and dryer laundry program in the residence halls on the Midtown and Westside Campuses of Western Connecticut State University in Danbury, CT.

2. Term: The term of this agreement shall commence on July 1, 2015 or upon the signature of the State of Connecticut's Office of the Attorney General, whichever is later, and continue through June 30, 2022.

3. Laundry Equipment: The Contractor shall install coin and debit card operated washers and dryers, debit card controllers and the Laundry Tracker™ On Line Laundry Monitoring System (hereinafter collectively the "laundry equipment") for utilization by students attending the University. The laundry equipment installed by Contractor shall be new and debit card ready. The laundry equipment shall comprise new Speed Queen Quantum brand washers and dryers. All washers shall have a minimum fourteen (14) lb. capacity with top or front loading and a stainless steel wash tub, retain the capability of three (3) cycles (regular, permanent press and delicate), be low in water consumption, and be metered for a wash time cycle of no less than thirty (30) minutes. All dryers shall have a minimum fourteen (14) lb. capacity with front loading two (2) cycle drying, and be metered for a dry cycle of no less than fifty (50) minutes. All washers and dryers provided shall be Energy Star rated. The Contractor shall provide the University's Director of Residence Life with documentation to verify that the laundry equipment installed at the commencement of this Agreement constitutes the equipment noted herein. The documentation shall consist of a listing of machine type and model number, serial number, and placement location.

4. Installation of Equipment: The laundry equipment shall be installed and operational by the Contractor and fully operational not later than August 1, 2015 in the following locations and quantities at the University:

Residence Hall	Single Top Loaded Washers	Single Front Loaded Washers	Washer/Dryer Stack Combination	Dryer Stack	Single Dryer	Single Dryer (Gas Powered)
Newbury	7				8	
Fairfield	3	1				4
Litchfield	5	1		1	4	

Centennial		1	9		1	
Grasso	8	1		3	3	
Pinney	16	1			17	
Totals	39	5	9	4	33	4

4.1 For those items designated as stacked units, one stack shall comprise two units, with the total number of washers at fifty-three (53) and the total number of dryers at fifty-four (54).

4.2 Aside from gas powered dryers to be placed in Fairfield Hall, all washers and dryers placed shall be electric powered.

4.3 All washers and dryers provided and installed shall be white in color.

4.4 Each laundry room shall have at a minimum one (1) washer and one (1) dryer which is ADA compliant and have controls convenient for use by people in wheelchairs.

5. Laundry Room Accessories: Contractor shall install the following accessories in each of the University's laundry rooms:

- (a) Brightly colored laundry instruction signs (available in English and Spanish) displaying laundry machine operating instructions along with Contractor's toll free number and web address for contact and service purposes.
- (b) Individual numbering for every machine for ease of identification.
- (c) Stainless steel braided hot and cold water supply hoses to prevent accidental flooding.
- (d) Heavy duty molded fiberglass laundry folding tables, where room permits.

The Contractor shall maintain the laundry room accessories listed above in good condition and repair or replace laundry room accessories as necessary for the life of this Agreement.

6. Identification of Equipment: Laundry equipment installations shall be identified by type of equipment, serial number, manufacturer's meter readings and location. After the start of the Agreement, the Contractor shall not add, remove, or replace laundry equipment without prior approval of the Director of Residence Life.

7. Inspection of Equipment: All laundry equipment shall be subject to inspection and approval by the University prior to and following installation. The University in its sole discretion reserves the right to reject or request the removal of any piece of laundry

equipment prior to or after installation. Contractor shall replace any removed piece of equipment within three (3) days of the equipment removal.

8. Access to Utilities: Where necessary and mutually agreed upon, utilities shall be brought to the laundry equipment by the University. The Contractor shall be responsible for paying the costs of connections from the laundry equipment to the provided utility source, including all other costs of installation of the laundry equipment and any required utility or other improvements to the physical plant. The University shall supervise installation of the laundry equipment to the utilities.

9. Supply of Utility Services: University shall provide heat, sewer, electricity, and cold and hot water in support of the operation of the laundry program. The University shall not guarantee an uninterrupted supply of the aforementioned utility services except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss that may result from the interruptions or failure of any such utility services.

10. Laundry Space Allocation: The University shall permit the Contractor to use, as necessary, such spaces as defined by the University as areas to operate the laundry program. Any proposed modifications to the allocated space needs shall be subject to the final approval of the University.

11. Ownership of Equipment: Title to all laundry equipment shall remain with the Contractor. The University shall take such measures as may be reasonably required, as defined by the University, for protection against loss by pilferage or destruction. Any required repairs to the laundry whether caused by normal equipment usage or destruction and expenses thereof shall be the responsibility of the Contractor.

12. Permits, Licenses and Taxes: The Contractor shall be responsible for obtaining all required permits, licenses, fees and bonding to comply with University regulations and municipal, state and federal laws. Contractor shall be responsible for all taxes including, but not limited to, sales and property taxes.

13. Installation of Laundry Equipment by Residents: The University agrees that it shall not allow any resident of the residence halls listed in Section 4 of this Agreement to install and or operate his or her own individual washer or dryer in his or her residential unit.

14. Installation of Laundry Equipment by the University: The University shall not, during the term of this Agreement, or any extensions thereof, either on its behalf or with any other person or concern, directly or indirectly install and operate or permit the installation and operation of any similar coin, card, or freely operated laundry equipment in the residence halls listed in Section 4 of this Agreement.

15. Laundry Equipment Operating Instructions: The Contractor shall provide and display for the user any necessary instructions for the operation of the laundry equipment.

In addition, the Contractor shall also provide each laundry equipment location with information on where malfunction reports, product quality comments, clothing claims and refund requests may be made. All information required to be posted including permits, licenses and price regulation, shall be displayed in an appropriate manner agreed upon by the University and without defacing University facilities.

16. Campus Security, Access, and Locks for Laundry Equipment: The Contractor shall be responsible for the control of any keys or access cards for laundry rooms obtained from the University. The University shall be responsible for key issue and periodic review of key and access cards. The Contractor shall be responsible for locks and other security devices on machines that may be required by the Contractor to further protect revenue, product or property. The Contractor shall also be responsible for the replacement of locking cylinders required as a result of their negligence and/or loss of keys. The University shall provide the Contractor with routine campus protection currently available such as night patrol, door checks, security consulting, and call response. The University and Contractor shall mutually determine if any additional security measures are required.

The Contractor shall be responsible for immediately reporting all losses incurred, damage, or break-ins of the laundry equipment and surrounding areas of the University to the Director of Residence Life and the University Police department.

17. Identification Requirements: When performing work and services at the University, Contractor's personnel shall be easily identifiable on the Campus in terms of clothing and visible identification conveying their company name. Contractor's employees shall sign in at every residence hall prior to commencing work.

18. Installation of Additional Laundry Equipment or Removal of Installed Equipment: In the event that the University determines that additional laundry equipment is necessary, the Contractor shall install such machines at locations determined by the University. Should the University determine at any time during the term of this Agreement that any laundry equipment is no longer required, the Contractor shall remove such equipment at no cost to the University within fifteen (15) days of written notification.

19. Installation of Laundry Equipment in Newly Constructed Residence Halls: The University and Contractor agree that the Contractor shall be entitled to install laundry equipment in any and all new residence halls constructed at the University during the term of this Agreement.

20. Repair of Equipment: It is mutually agreed and understood that the Contractor shall be responsible for the inspection and routine maintenance and servicing of the laundry equipment and that the University shall be responsible for the cleaning and general upkeep of the laundry rooms and the equipment surfaces therein. In the event that a service repair is needed, the Contractor agrees to service the laundry equipment during normal workday hours between 8:00AM – 4:00PM and shall have forty-eight (48) hours

(exclusive of weekends, evenings and holidays) after receipt of written notification to service the equipment.

21. Preventative Maintenance Program: Contractor shall provide a preventative maintenance program for laundry equipment that includes at a minimum the following:

(a) Dryers:

- (i) Two (2) duct inspections per year, immediately prior to the start of each semester.
- (ii) Vacuuming of dryers at least once per year to avoid lint build up.
- (iii) Monitoring dryers to insure they are cycling within proper heating ranges.
- (iv) Repairing any broken dryer venting throughout the term of this Agreement.
- (v) Inspecting and replacing as warranted heating elements, motors, drum rollers, belts, pulley assemblies, and any other component to ensure dryers are operating safely and at maximum efficiency.
- (vi) Starting all dryers to insure all dryers are working properly and safely.

(b) Washers:

- (i) Inspecting condition of pump belt and changing belt annually, or more frequently depending on cycle volume.
- (ii) Inspecting time spin speed to insure proper motor and transmission functions.
- (iii) Inspecting internal transmission gears every three years, or more frequently depending on volume.
- (iv) Cleaning mixing valve to remove sediment from filter screens to insure proper water flow.
- (v) Checking wiring systems to insure proper electrical performance.
- (vi) Installing stainless steel braided fill hoses to prevent burst or cut hoses.
- (vii) Checking all washers for proper level and alignment.
- (viii) Starting all washers to insure all washers are working properly.

22. Inspections by State of Connecticut and University Personnel: State of Connecticut and University personnel shall have the right of inspection at any and all times and access to all laundry equipment areas and the cooperation of the Contractor with respect to the quality and quantity of debit operated washer and dryer service, the method of service, service hours, and generally with respect to use, safety, sanitation, and maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University shall have the right to make, from time to time, reasonable regulations with regard to such matters, and the Contractor shall agree to comply with such regulations.

23. Inspections by State and Local Organizations: Sanitarians of the Connecticut Department of Public Health and the City of Danbury shall have complete cooperation and access to all laundry equipment areas on any inspections that they may conduct.

These inspections may be at the request of the University or at said agency's own discretion. A copy of all inspection reports received by the Contractor shall be furnished to the University within forty-eight (48) hours of receipt. The Contractor is responsible to implement corrective operating measures required as a result of these inspections within ten (10) calendar days of notification from the inspecting agency and upon agreement from the University.

24. Contractor's Alterations to Facilities: The Contractor, at its expense, may, upon consent of the University, make alterations and facility changes that it feels are necessary to the operation of the laundry equipment. The Contractor shall propose any such alterations or facility changes to the Director of Residence Life for prior approval. Any changes in the physical structure of the building require the approval of the University. All additions, alterations or improvements shall be made in a good and workmanlike manner, in accordance with University approved plans and specifications and in compliance with all applicable statutes, codes, ordinances, rules and regulations.

25. Campus Debit Card System:

- (a) Debit Card Equipment and Transactions: The University currently uses CS Gold (Version 6.0) as its campus debit card system. The CBord Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850 (www.cbord.com), developed the CS Gold system application. All washers and dryers shall have The CBord Group, Inc. card readers, associated IP laundry controllers, interface software licenses and supplies necessary for connection to the University's debit card system (herein "Debit Card Equipment"). Such Debit Card Equipment shall be provided by the Contractor at no cost to the University and shall be used to facilitate sales through the campus one-card system. Such Debit Card Equipment shall be maintained as current technology. All Debit Card Equipment replaced during the term of the contract as well as new installations shall be of technology current at the time of replacement or installation.
- (b) All sales through the University's debit card system (aka the CONNect Cash debit account) shall be made through the CS Gold system. Note that the awarded Contractor shall be responsible for paying CBord any XML interface with the CBord System. The University shall submit a report of debit card sales on a daily basis to the Contractor and will send payment for these debit card sales within 10 days of the end of each fiscal month.
- (c) The Contractor shall also be responsible for the repair and maintenance of such equipment. The Contractor shall provide and maintain an inventory of Debit Card Equipment at the ratio required of the manufacturer. This will help minimize any downtime of laundry services.

26. Laundry Tracker™ System: University and the Contractor agree that the Contractor shall provide the Laundry Tracker™ System for this laundry program in each of the laundry rooms. The Laundry Tracker™ System shall be a web based system which will allow students to view on a real time basis the availability of washers and dryers, to view the progress and status of laundry washing and drying they may be doing, and to forward a service message as needed to the Contractor. The Contractor shall provide all Laundry Tracker™ System devices necessary for each room and laundry machine and shall provide wiring and installation for each laundry machine. University shall provide one (1) network connection to the internet per laundry room along with electrical power in support of the operation of the Laundry Tracker™ System.

27. Vending Prices: University and the Contractor agree that the initial vending prices will be \$1.40 per wash cycle and \$1.40 per dry cycle when using the University's debit card and \$1.50 per wash cycle and \$1.50 per dry cycle for coin operation. In the event the Contractor seeks an adjustment in vending prices, the Contractor shall provide the University's Director for Administrative Services with any price adjustment requests a minimum of ninety (90) days prior to the start of each academic year. The Contractor shall provide the Director for Administrative Services with data supporting requested price changes for review by the University. The University shall not unreasonably withhold approval of any request of the Contractor to increase vending prices, with any adjustments finalized via formal amendment and approved by the State of Connecticut's Office of the Attorney General.

28. Compensation to the University: The Contractor agrees to compensate the University fifty percent (50%) of the net income generated by the laundry program, with net income defined as gross income less state and local taxes, refunds, test cycles, and reimbursements. To determine the compensation, the University shall remit to the Contractor all laundry income generated from debit-card transactions made via the University's debit card system by the 10th business day of the following month. The Contractor shall compare card usage cycle counts taken from the laundry control units on the washers and dryers in each laundry room to the income paid to the Contractor by the University to calculate the portion of all non-cash income due the University. The Contractor shall total all coin and non-cash revenues to determine monthly compensation payments due the University, with compensation made to the University by the 30th business day of the following month. Contractor shall provide with each monthly payment a statement detailing coin and non-cash sales by location for the compensated period. Compensation checks shall be forwarded to the University's Director for Administrative Services. Compensation provided to the University over the term of this Agreement shall have an estimated magnitude of \$250,000.00.

29. Monthly Statements and Records: Contractor on a monthly basis shall provide the University a statement of all revenues itemized by residence hall and source of revenue (cash or debit sales). The monthly statement shall be forwarded to the University's

Director for Administrative Services. All records pertaining to the operation of vending laundry equipment shall be open for inspection and/or audit by the State of Connecticut and the University at any or all reasonable times. The Contractor shall maintain complete and accurate records of transactions for each machine in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operation of the laundry program for a period of three (3) years from the close of each year's operation or until audited by the University, whichever comes first.

30. Complimentary Laundry Detergent and Training for Incoming Freshman: Contractor shall deliver to the University for distribution to incoming Freshmen for the Fall of 2015 a complimentary laundry detergent sample to assist in the promotion of the new laundry equipment. Contractor on an annual basis for the term of this Agreement shall provide during the University's Freshman Orientation program on-site seminars which detail the proper use of the laundry equipment, demonstrate how students can help sustain the environment by selecting cold water wash cycles, provide tips on how to more efficiently dry clothing, and provide helpful hints on doing laundry.

31. Claims and Refunds for Damaged Clothing: Contractor shall implement the following policy for claims and refunds for damaged clothing:

- (a) In the event a student believes that a particular machine has damaged his or her clothing, and that damage exceeds \$75.00, Contractor upon notification shall examine the machine and the clothing. Based on this examination, if the machine caused the damage to the clothing, Contractor shall directly refund the student for the damaged clothing with reimbursement for the damaged clothing based on a reasonable like value for like value. Any refund shall be made within ten (10) days of the student reporting and filing a claim. Directions for reporting and filing a claim shall be posted in each laundry equipment location. Refunds for clothing claims shall be made by check from Contractor directly to the student.
- (b) In the event a student believes that a particular machine has damaged his or her clothing, and that damage is less than or equal to \$75.00, the student shall be directly refunded for the value of their clothing claim. Any refund shall be made within ten (10) days of the student reporting and filing a claim. Directions for reporting and filing a claim shall be posted in each laundry equipment location. Refunds for clothing claims shall be made by check from Contractor directly to the student.

32. Debit Card and Cash Refunds:

- (a) In the event a student requires a refund to their campus debit card in the event a laundry machine fails to properly operate after the debit card transaction, the student shall obtain a refund through the University's WestConnect Office.

- (b) In the event a student requires a cash refund in the event a laundry machine fails to properly operate after a coin transaction, Contractor shall refund students through a refund bank established at the Information Desks within the University's Midtown Student Center and Westside Campus Center. To obtain a refund, students shall complete a refund voucher form, with the content of the form to be mutually agreed upon by the Contractor and University. On a monthly basis, Contractor and University shall reconcile any refunds made the previous month.

33. Removal of Laundry Equipment: Laundry equipment not removed from University upon cancellation or expiration of this Agreement and/or after thirty (30) calendar days written notice to the Contractor, may be removed and placed in storage by the University. Written notice shall be provided via certified mail. All costs associated with the removal and storage of the laundry equipment, including lost revenue, shall be the responsibility of the Contractor.

34. Renovation of Residence Halls: During the term of this Agreement, the University, in the interest of renovating its residence halls, may at its discretion remove from service a residence hall(s) or portion thereof. In the event the University decides to remove a residence hall or portion thereof from service, the University shall notify Contractor a minimum of sixty (60) days prior to removal from service. In the event any laundry equipment needs to be removed from the residence hall as a result of the renovation, Contractor shall remove such equipment at a time mutually agreed upon with the University.

35. Insurance: The Contractor shall provide University with a current copy of their Certificate of Insurance demonstrating the following levels of coverage and noting the University and the State of Connecticut as additional insureds:

<u>Coverage:</u>	<u>Minimum Limits:</u>
<u>Workers' Compensation</u>	
Each accident	Statutory
<u>Commercial General Liability</u>	
Combined single limit	\$3,000,000.00
OR	
Bodily injury	\$1,000,000.00 ea. occurrence
AND	
Property damage	\$250,000.00 ea. occurrence
<u>Automobile Liability (including hired & non-owned)</u>	

\$1,000,000 combined single limit per accident for bodily injury, with coverage extending to owned, hired, and non-owned vehicles.

The Contractor shall also provide University with a certificate of public liability insurance policy covering the equipment installed under this program.

36. Professional Standards: In rendering services under this Agreement, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Contractor agrees to provide to the University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the University, such services as the University requests, provided in the Agreement.

37. Termination of Agreement:

(a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University 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. Pursuant to section 37(b) below, a minimum of thirty (30) days' notice shall be provided to the Contractor in the event of a termination.

(b) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.

i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University

notifies the Contractor in writing prior to the date that the payment would have been due.

(c) The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all University records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University 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 University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.

(f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

(g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations,

warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

(h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

38. 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 third party 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 University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy

even if a body of competent jurisdiction determines that the University or the 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.

39. 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.

40. Contract Assignment: No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.

41. Sovereign Immunity: The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

42. Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

43. Non-Discrimination: (References in this section to "contract" shall mean this Agreement).

- a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching

expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of the Contractor's good faith efforts shall include, but shall not be

limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

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

44. 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 the applicable parts of 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 University shall provide a copy of these orders to the Contractor.

45. Campaign Contribution Restrictions: For all State contracts as defined in Conn. Gen. Stat. § 9 612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any 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.

46. Notice: Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To University: Mark R. Case
Director for Administrative Services
Western Connecticut State University
181 White St.
Danbury, CT 06810

To the Contractor: Scott Scarpato
President
Automatic Laundry Services Company, Inc.
45 Border St.
West Newton, MA 02465

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

47. Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by University. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

The parties hereto represent and warrant that they are fully authorized to execute and bind the parties hereto:

Western Connecticut State University

C.G.S. 10a-151b

By: Sean Soryn

Title: Interim Associate VP, Finance + Administration

Dated: 12/12/14

Automatic Laundry Services Company, Inc.

By: [Signature]

Title: President

Dated: 12/10/14

Approved as to Form:

Office of the Attorney General of the State of Connecticut

By: [Signature]

Title: Joseph Rubini
ASSOC. ATTY. GENERAL

Dated: 12/22/14