

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

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

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

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

31 January 2018

CONTRACT AWARD SUPPLEMENT #16

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR:
Department of Administrative Services and Office of the State
Comptroller

TERM OF CONTRACT:
1 August 2008 through 30 June 2018

AGENCY REQUISITION NUMBER:

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
n/c	n/c	n/c	n/c

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

Note: Supplement #16 has been issued to Contract Award 07PSX0269 to post Amendment #6 for J.P. Morgan Chase Bank, N.A. that extends Purchase Card Services through February 28, 2018 or until a new Contract is in place. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

SIXTH AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
JP MORGAN CHASE BANK, N.A.
FOR
PURCHASING CARD AND FLEET CARD SERVICES

This Sixth Amendment Agreement (the "Amendment") is made as of the 30th day of January, 2018, by and between Jp Morgan Chase Bank, N.A. (the "Contractor"), with a principal place of business at 270 Park Avenue, New York NY 10017-2070, acting by Judy Mischel, its Executive Director, Commercial Card, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Janet DelGreco Olson, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated 31 July 2008 for PURCHASING CARD AND FLEET CARD SERVICES, as amended on 30 November 2012, 14 March 2013, 26 August 2016, 7 June 2017, and 19 December 2017 (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, the Contractor and the State agree as follows:

1. Extend contract period up to February 28, 2018 or until a new contract is in place. All other terms and conditions not otherwise affected by this amendment shall remain in full force and effect.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

JP MORGAN CHASE BANK, N.A.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Judy Mischel
Print or Type Name

Name: Janet DelGreco Olson
Print or Type Name

Title: Executive Director, Commercial Card

Title: Contract Specialist

Date: January 31, 2018

Date: January 31, 2018

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

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

CONTRACT AWARD NO.: 07PSX0269
Contract Award Date: 31 July 2008
Proposal Due Date: 4 December 2007
SUPPLEMENT DATE: 10 January 2018

CONTRACT AWARD SUPPLEMENT #15

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

DESCRIPTION: **Purchasing Card and Fleet Card Services**

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: 1 August 2008 through 30 June 2018	
		AGENCY REQUISITION NUMBER:	
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
n/c	n/c	n/c	n/c

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.

See Overleaf for Contractor Information

Supplement #15 has been issued to Contract Award 07PSX0269 to announce Contractor is making additional changes to the Voyager Fleet Card programs to help provide additional protection against future fraudulent activity and Card Holder misuse; see attachment marked "Supplement 15".

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

APPROVED _____
JANET DELGRECO OLSON
 Contract Specialist
 (Original Signature on Document in Procurement Files)

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: **U.S. Bank National Association**

Company Address: **901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402**

Tel. No.: **612 436-6544**

Fax No.:

Contact Person: **Mark Hess**

Delivery: **As Required**

Contact Person Address: **AT&T Tower, 901 Marquette Avenue S, Minneapolis MN 55402**

Company E-mail Address and/or Company Web Site: www.fleetcommander.com **mark.hess@usbank.com**

Remittance Address: *n/a*

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

SUPPLEMENT #15

CONTRACT AWARD 07PSX0269

U.S. Bank National Association "Contractor" has notified DAS/Procurement Services that a communications will be forthcoming regarding their continued efforts to mitigate fraud. Contractor will be making additional protection against future fraudulent activity and Card Holder misuse. Contractor will be posting notification to Fleet Commander® *Online* message screen.

Based on purchase history, Contractor will identify the days of the week the State of Connecticut's cards were used. Contractor will automatically block card usage on any days the cards have not been used in the previous six (6) months. This change is currently being targeted for implementation between January 20th and January 31st, 2018 and updates will be made periodically.

Contractor anticipates the States' Card Holders will not be impacted by these changes. However, if a Card Holder needs should change, adjustments can be made in Fleet Commander® *Online* or by calling Fleet Customer Service at 1-800-987-6591.

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

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

CONTRACT AWARD NO.: 7PSX0269
Contract Award Date: 31 July 2008
Proposal Due Date: 4 December 2007
SUPPLEMENT DATE: 22 December 2017

CONTRACT AWARD SUPPLEMENT #14

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

DESCRIPTION: **Purchasing Card and Fleet Card Services**

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: 1 August 2008 through 30 June 2018	
		AGENCY REQUISITION NUMBER:	
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
n/c	n/c	n/c	n/c

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.

See Overleaf for Contractor Information

Note: Supplement #14 has been issued to Contract Award 07PSX0269 to post Amendment #3 for U.S. Bank National Association and to post Amendment #5 for J.P. Morgan Chase Bank, N.A. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON
Contract Specialist
(Original Signature on Document in Procurement Files)

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: PO Box 4475, Carol Stream IL 60197

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

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: **U.S. Bank National Association**

Company Address: **901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402**

Tel. No.: **612 436-6544**

Fax No.:

Contact Person: **Mark Hess**

Delivery: **As Required**

Contact Person Address: **AT&T Tower, 901 Marquette Avenue S, Minneapolis MN 55402**

Company E-mail Address and/or Company Web Site: www.fleetcommander.com mark.hess@usbank.com

Remittance Address: n/a

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

FIFTH AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
JP MORGAN CHASE BANK, N.A.
FOR
PURCHASING CARD AND FLEET CARD SERVICES

This Fifth Amendment Agreement (the "Amendment") is made as of the 19th day of December, 2017, by and between JP Morgan Chase Bank, N.A. (the "Contractor"), with a principal place of business at 270 Park Avenue, New York NY 10017-2070, acting by Judy Mischel, its Executive Director, Commercial Card, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Janet DelGreco Olson, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated 31 July 2008 for PURCHASING CARD AND FLEET CARD SERVICES, as amended on 30 November 2012, 14 March 2013, 26 August 2016, and 7 June 2017 (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, the Contractor and the State agree as follows:

1. Extend Contract Period up to January 31, 2018 or until new contract is in place. All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

JP MORGAN CHASE BANK, N.A.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: David Garak
Print or Type Name

Name: Janet DelGreco Olson

Title: Executive Director

Title: Contract Specialist

Date: December 20, 2017

Date: December 22, 2017

THIRD AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
U.S. BANK NATIONAL ASSOCIATION
FOR
FLEET SERVICES CARD

This Third Amendment Agreement (the "Amendment") is made as of the 4th day of December, 2017, by and between U.S. Bank National Association (the "Contractor"), with a principal place of business at 901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402, acting by Janet DelGreco Olson, its Contract Specialist, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Janet DelGreco Olson, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated October 2009 for FLEET SERVICES CARD, as amended on 27 June 2017 and 21 June 2016 (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, the Contractor and the State agree as follows:

1. Extend Contract period through June 30, 2018. All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

U.S. BANK NATIONAL ASSOCIATION

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Michael Leppones
Print or Type Name

Name: Janet DelGreco Olson

Title: Vice President

Title: Contract Specialist

Date: December 11, 2017

Date: December 22, 2017

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

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

CONTRACT AWARD NO.: 07PSX0269
Contract Award Date: 31 July 2008
Proposal Due Date: 4 December 2007
SUPPLEMENT DATE: 27 June 2017

CONTRACT AWARD SUPPLEMENT #13

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: 1 August 2008 through 31 December 2017	
		AGENCY REQUISITION NUMBER:	
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
n/c	n/c	n/c	n/c

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.

See Overleaf for Contractor Information

Note: Supplement #13 has been issued to Contract Award 07PSX0269 to post Amendment #2 for U.S. Bank National Association and to post Amendment #4 for J.P. Morgan Chase Bank, N.A. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON
Contract Specialist
(Original Signature on Document in Procurement Files)

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: PO Box 4475, Carol Stream IL 60197

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

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: **U.S. Bank National Association**

Company Address: **901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402**

Tel. No.: **612 436-6544**

Fax No.:

Contact Person: **Mark Hess**

Delivery: **As Required**

Contact Person Address: **AT&T Tower, 901 Marquette Avenue S, Minneapolis MN 55402**

Company E-mail Address and/or Company Web Site: www.fleetcommander.com mark.hess1@usbank.com

Remittance Address: n/a

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

FOURTH AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
JP MORGAN CHASE BANK, N.A.
FOR
PURCHASING CARD AND FLEET CARD SERVICES

This Fourth Amendment Agreement (the "Amendment") is made as of the 7th day of June, 2017, by and between JP Morgan Chase Bank, N.A. (the "Contractor"), with a principal place of business at 270 Park Avenue, New York NY 10017-2070, acting by Judy Mischel, its Executive Director, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Janet DelGreco Olson, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated 31 July 2008 for Purchasing Card and Fleet Card Services, as amended on 30 November 2012, 14 March 2013, and 26 August 2016 (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, the Contractor and the State agree as follows:

1. Extend Contract period through December 31, 2017. All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

JP MORGAN CHASE BANK, N.A.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Judy Mischel
Print or Type Name

Name: Janet DelGreco Olson

Title: Executive Director, Commercial Card

Title: Contract Specialist

Date: June 20, 2017

Date: June 27, 2017

SECOND AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
U.S. BANK NATIONAL ASSOCIATION
FOR
FLEET SERVICES CARD

This Second Amendment Agreement (the "Amendment") is made as of the 7th day of June, 2017, by and between U.S. Bank National Association (the "Contractor"), with a principal place of business at 901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402, acting by Michael C. Leppones, its Vice President, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Janet DelGreco Olson, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated 26 October 2009 for Fleet Services Card, as amended on 21 June 2016 (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, the Contractor and the State agree as follows:

1. Extend Contract period through December 31, 2017. All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

U.S. BANK NATIONAL ASSOCIATION

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Michael Leppones
Print or Type Name

Name: Janet DelGreco Olson

Title: Vice President

Title: Contract Specialist

Date: June 14, 2017

Date: June 27, 2017

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

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

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

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

18 May 2017

CONTRACT AWARD SUPPLEMENT #12

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR:
Department of Administrative Services and Office of the State
Comptroller

TERM OF CONTRACT:
1 August 2008 through 30 June 2017

AGENCY REQUISITION NUMBER:

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
n/c	n/c	n/c	n/c

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.

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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: **U.S. Bank National Association**

Company Address: **901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402**

Tel. No.: **612 436-6544**

Fax No.:

Contact Person: **Mark Hess**

Delivery: **As Required**

Contact Person Address: **AT&T Tower, 901 Marquette Avenue S, Minneapolis MN 55402**

Company E-mail Address and/or Company Web Site: www.fleetcommander.com mark.hess1@usbank.com

Remittance Address: *n/a*

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

Note: Supplement #12 has been issued to correct the above Contractor's contact email address. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 07PSX0269
Contract Award Date: 31 July 2008
Proposal Due Date: 4 December 2007
SUPPLEMENT DATE: 7 September 2016

CONTRACT AWARD SUPPLEMENT #11

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: 1 August 2008 through 30 June 2017	
		AGENCY REQUISITION NUMBER:	
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
n/c	n/c	n/c	n/c

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.

See Overleaf for Contractor Information

Note: Supplement #11 has been issued to Contract Award 07PSX0269 to post Amendment #1 for U.S. Bank National Association and to post Amendment #3 for J.P. Morgan Chase Bank, N.A. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

MELODY A. CURREY
Commissioner
(Original Signature on Document in Procurement Files)

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

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: **U.S. Bank National Association**

Company Address: **901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402**

Tel. No.: **612 436-6544**

Fax No.:

Contact Person: **Mark Hess**

Delivery: **As Required**

Contact Person Address: **AT&T Tower, 901 Marquette Avenue S, Minneapolis MN 55402**

Company E-mail Address and/or Company Web Site: www.fleetcommander.com mark.hess@usbank.com

Remittance Address: **n/a**

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

THIRD AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
JP MORGAN CHASE BANK, N.A.
FOR
PURCHASING CARD AND FLEET CARD SERVICES

This Third Amendment Agreement (the "Amendment") is made as of the 26th day of August, 2016, by and between JP Morgan Chase Bank, N.A. (the "Contractor"), with a principal place of business at 270 Park Avenue, New York NY 10017-2070, acting by **David Garcia**, its **Executive Director**, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut, acting by Melody A. Currey, its Commissioner, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes, and its Office of the State Comptroller ("OSC"), with a principle place of business at 55 Elm Street, Hartford CT 06106 acting by its Comptroller Kevin Lembo, in accordance with Section 3-112 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated July 31, 2008 and amended by that certain 1st Amendment on November 30, 2012 and by that certain 2nd Amendment on March 14, 2013; and identified as Contract Award #07PSX0269 for PURCHASING AND FLEET CARD SERVICES, (the "Agreement"; and

WHEREAS the State and the Contractor desire again to amend the Agreement.

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

1. To replace Contract Item 1 **DEFINITIONS** with the following to bring contract language current:
 - a) Addendum Agency: An entity or agency reliant on the state for its annual funding including but not limited to departments, boards and commissions.
 - b) Claims: All actions, suits, claims demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity of any forum.
 - c) Client Agency: any Addendum Agency, 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.
 - d) 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.

- e) 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 the Client Agency, the Contractor, DAS or State.
- f) 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.
- g) Contractor: A person or entity who submits a Proposal and who executes a Contract.
- h) 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.
- i) 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.
- j) 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.
- k) 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 Invitation to Bid and set forth in Exhibit A.
- l) Goods or Services: Goods, Services or both, as specified in the Request for Proposal and set forth in Exhibit A.
- m) Proposal: A submittal in response to a Request for Proposals.
- 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) Services: The performance of labor or work, as specified in the Request for Proposal 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 and Services.

2. To change Contract Item number 2 **Term of Contract, Contract Extension** to the following: **Term of Contract, Contract Extension**. The Contract will be in effect from July 31, 2008 through June 30, 2017. The parties may extend this Contract, prior to Termination, expiration or cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but on in accordance with the section in this Contract concerning Contract Amendments.
3. To replace **Contract Amendments** language to the following to bring contract language current:
 6. 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.
4. To replace **Assignment** language to the following to bring contract language current:
 7. 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 rights or possible Claims.
5. To replace **Termination, Cancellation and Expiration** to the following to bring contract language current:
 8. 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, 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.

6. To replace **Breach** language with the following to bring contract language current:

9. 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 state 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 believe that the Contractor has not performed accordingly 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.

7. To replace Contract Item number 13 **Contractor Guaranties (b)** language with the following to bring contract language current:

(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, to replace them;

8. To replace **Implied Warranties** language with the following to bring contract language current:

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

9. To replace **Advertising** language with the following to bring contract language current:

17. 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 written approval.

10. To replace **Americans with Disabilities Act** language with the following to bring contract current:

18. Americans with Disabilities Act: The Contractor shall be and remain in compliance with the American 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.

To replace **Exhibits** language with the following to bring contract current:

22. 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.

11. To replace **Executive Orders** language with the following to bring contract current:

23. 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 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 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions of certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

12. To replace **Non-discrimination** language with the following to bring contract current:

24. Non- discrimination.

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

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

- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public 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 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.

13. To replace **Whistleblowing** language with the following to bring contract current:

25. 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 offence, 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.

14. To replace **Notice** language with the following to bring contract current:

26. 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 Avenue, 5th Floor South
Hartford CT 06106-1659
Attn: Janet DelGreco Olson

If to the Contractor:

J.P. Morgan Chase Bank, N.A.
1 Chase Manhattan Plaza, 21st Floor
New York, NY 10005
Attn: _____ (print name)

If to OSC:

Office of the State Comptroller
Fiscal Policy Division
55 Elm Street
Hartford CT 06106
Attn: Brenda Halpin, Director

15. To replace **Parties** language with the following to bring contract language current:

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

16. To replace **Contractor Changes** language with the following to bring contract language current:

31. Contract Changes: The Contractor shall notify DAS in writing no later than ten (10) days for the effective date in any change in:

- a. its certificate of incorporation or other organization 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, release 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.

17. To replace Contract Item number 33, **Audit and Inspection of Records** language with the following to bring contract language current:

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of 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.
- (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.
- (h) With regards to subsections (a) and (b), to the extent the State conducts an inspection of Contractor's place of business and/or Records are examined at Contractor's place of business, such inspection may be supervised, at Contractor's option, by an authorized officer or agent of the Contractor.

18. To replace **Background Checks** language with the following to bring contract language current:

34. 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 reasonable requested with the State and its agents in connection with such background checks.

19. To replace **Confidential Information** language with the following to bring contract language current:

39. 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 Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, 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.

20. To add Contract Item number 40 **References to Statutes, Public Acts, Regulations, Codes and Executive Orders** to bring contract language current:

40. 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.

21. Change Contract Item Number 40, **Interpretation**, to Contract Item Number 41.

22. To change Contract Item number 41 **Cross-Default** to Contract Item Number 42. To replace **Cross-Default** language with the following to bring contract language current:

42. 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 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.

23. To replace **Disclosure of Records** with the following to bring contract language current:

43. 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 (1) provide that the public agency is entitled to receive a copy of the 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.

25. To replace **Time of the Essence** with the following to bring contract language current:

46. 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.

26. To replace **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** with the following to bring contract language current:

47. 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 Limitation," attached as Exhibit C.

27. To change Contract Item Number 47, **Encryption of Data**, to Contract Item Number 48.

28. To add Contract Item number 49 **Protection of Confidential Information** to bring contract language current:

49. 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, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than five (5) business days, after they become aware of or are reasonably certain that any Personal Information of a cardholder under this Agreement which Contractor or

Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach of Personal Information of a cardholder under this Agreement 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 of Personal Information of a cardholder under this Agreement. 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 provided by a leading credit rating agency of Contractor's choice and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach of Personal Information directly related to this Agreement, but in no event longer than twenty four (24) months. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

Client Agency confirms that as of the date of this Amendment, no Confidential Information which is not Personal Information has been shared with the Contractor. If the Client Agency determines that it is necessary to share Confidential Information which is not Personal Information with the Contractor to Perform the Services, a description of the Confidential Information to be shared as well as the Confidential Information Breach notice and response obligations of the Contractor will be fully described in an amendment to this Contract.

Personal Information means an individual's name in combination with one or more of the following data: 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, debit card number or unique biometric data such as finger print, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160, 103, as amended from time to time, "Personal Information" does not include publicly available information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

- (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 HIPPA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
29. To replace Exhibit C, **SEEC Form 11 – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution of Solicitation Ban** with attached Exhibit C – **Connecticut Elections Enforcement Commission form – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign and Solicitation Limitations** to bring contract language current.
30. Extend Contract period through June 30, 2017. All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

JP MORGAN CHASE BANK, N.A.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: David Garcia
Print or Type Name

Name: Melody A. Currey
Print or Type Name

Title: Executive Director

Title: Commissioner

Date: August 30, 2016

Date: September 7, 2016

FIRST AMENDMENT AGREEMENT
TO
CONTRACT #07PSX0269 BETWEEN
THE STATE OF CONNECTICUT
AND
U.S. BANK NATIONAL ASSOCIATION
FOR
FLEET SERVICES CARD

This First Amendment Agreement (the "Amendment") is made as of the 21st day of June, 2016, by and between U.S. Bank National Association (the "Contractor"), with a principal place of business at 901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402, acting by Michael C. Leppones, its Vice President, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut, acting by Melody A. Currey, its Commissioner, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated 26 October 2009 and identified as Contract #07PSX0269 for FLEET SERVICES CARD, (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

1. To replace Item 1 **DEFINITIONS** in Contract to the following to bring contract language current:
 - a) Addendum Agency: An entity or agency reliant on the state for its annual funding including but not limited to departments, boards and commissions.
 - b) Claims: All actions, suits, claims demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity of any forum.
 - c) Client Agency: Any Addendum Agencies, Political Subdivisions, 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.
 - d) 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.

- e) 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 the Client Agency, the Contractor, DAS or State.
- f) 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.
- g) Contractor: A person or entity who submits a Proposal and who executes a Contract.
- h) 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.
- i) 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.
- j) 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.
- k) 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 Invitation to Bid and set forth in Exhibit A.
- l) Goods or Services: Goods, Services or both, as specified in the Request for Proposal and set forth in Exhibit A.
- m) Political Subdivisions shall be defined as an entity or agency not reliant on the state for its annual funding, including but not limited to towns, municipalities, school districts and not-for-profit organizations.
- n) Proposal: A submittal in response to a Request for Proposals.
- o) 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.
- p) Services: The performance of labor or work, as specified in the Request for Proposal 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.

2. To change Contract Item number 2 **Term of Contract; Contract Extension** to the following: **Term of Contract; Contract Extension**. The Contract will be in effect from March 1, 2009 through June 30, 2017. The parties may extend this Contract, prior to Termination, expiration or cancellation, 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. To change Contract Item number 5 **Order and Delivery** to Contract Item number 6.
4. To change Contract Item number 6 **Contract Amendments** to Contract number 7. To replace **Contract Amendments** language to the following to bring contract language current:
 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.
5. To change Contract Item number 7 **Assignment** to Contract Item number 8. To replace **Assignment language** to the following to bring contract language current:
 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 rights or possible Claims.
6. To change Contract Item number 8 **Termination, Cancellation and Expiration to Contract** to Contract Item number 9. To replace **Termination, Cancellation and Expiration** to the following to bring contract language current:
 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, 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.
7. To add Contract Item number 10 **Cost Modifications** to bring contract language current:
10. **Cost Modifications:** The parties may agree to 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.
8. To change Contract Item number 9 **Breach** to Contract Item number 11. To replace **Breach** language with the following to bring contract language current:
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 state 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.
9. To change Contract Item number 10 **Waiver** to Contract Item number 12.
10. To change Contract Item number 11 **Open Market Purchases** to Contract Item number 13. To replace **Open Market Purchases** language with the following to bring contract language current:
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 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.

11. To change Contract Item number 12 **Purchase Orders** to Contract Item number 14. To replace **Purchase Orders** language with the following to bring contract language current:

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 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.

12. To change Contract Item number 13 **Indemnification** to Contract Item number 15. To replace **Indemnification** language with the following to bring contract language current:

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 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 the Client Agency 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 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) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

13. To change Contract Item number 14 **Forum and Choice of Law** to Contract Item number 16.

14. To change Contract Item number 15 **Contractor Guaranties** to Contract Item number 17. To replace **Contractor Guaranties (b)** language with the following to bring contract language current:

- (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, to replace them;

15. To change Contract Item number 16 **Implied Warranties** to Contract Item number 18. To replace **Implied Warranties** language with the following to bring contract language current:

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

16. To change Contract Item number 17 **Setoff** to Contract Item number 23.

17. To change Contract Item number 18 **Force Majeure** to Contract Item number 24.

18. To change Contract Item number 19 **Advertising** to Contract Item number 25. To replace **Advertising** language with the following to bring contract language current:

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 written approval.

19. To change Contract Item number 20 **Americans with Disabilities Act** to Contract Item number 26. To replace **Americans with Disabilities Act** language with the following to bring contract current:

26. Americans with Disabilities Act: The Contractor shall be and remain in compliance with the American 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.

20. To change Contract Item number 21 **Representations and Warranties** to Contract Item number 27. To replace **Representations and Warranties** language with the following to bring contract current:

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 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 the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to 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 Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) 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;
- (t) 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;
- (u) 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;
- (v) 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;
- (w) 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;
- (x) 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;

(y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(z) 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;

(aa) 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

(bb) 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.

21. To change Contract Item number 22 **Disclosure of Contractor Parties Litigation** to Contract Item number 29.

22. To change Contract Item number 23 **Entirety of Contract** to Contract Item number 30.

23. To change Contract Item number 24 **Exhibits, Addenda, Amendments, Attachments and Schedules** to Contract Item number 31. To replace **Exhibits, Addenda, Amendments, Attachments and Schedules** language with the following to bring contract current:

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.

24. To change Contract Item number 25 **Executive Orders** to Contract Item number 32. To replace **Executive Orders** language with the following to bring contract current:

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 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 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions of certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

25. To change Contract Item number 29 **Non-discrimination** to Contract Item number 33. To replace **Non-discrimination** language with the following to bring contract current:

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.

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

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.

26. To add Contract Item number 34 **Tangible Personal Property** to bring contract language current:

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 if applicable to Contractor:

(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.

27. To change Contract Item number 27 **Whistleblowing** to Contract Item number 35. To replace **Whistleblowing** language with the following to bring contract current:

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 offence, up to a maximum of twenty percent 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.
28. To change Contract Item number 28 **Notice** to Contract Item number 36. To replace **Notice** language with the following to bring contract current:
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
165 Capitol Avenue, 5th Floor South
Hartford CT 06106-1659
Attn: Janet DelGreco Olson
- If to the Contractor:
- U.S. Bank National Association
901 Marquette Avenue, 18th Floor
AT&T Tower
Minneapolis MN 55402
Attn: Contracts Manager
- If to OSC:
- Office of the State Comptroller
Fiscal Policy Division
55 Elm Street
Hartford CT 06106
Attn: Brenda Halprin, Director
29. To change Contract Item number 29 **Insurance** to Contract Item number 37. To replace **Insurance** language with the following to bring contract language current:
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.

- (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

30. To change Contract Item number 30 **Headings** to Contract Item number 38.

31. To change Contract Item number 31 **Number and Gender** to Contract Item number 39.

32. To change Contract Item number 32 **Parties** to Contract Item number 40. To replace **Parties** language with the following to bring contract language current:

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 term "Contractor".

33. To change Contract Item number 33 **Contractor Changes** to Contract Item number 41. To replace **Contractor Changes** language with the following to bring contract language current:

41. Contract Changes: Upon request from DAS, Contractor shall promptly deliver to DAS in writing any change in:

- a) Contractor Changes. The Contractor shall notify DAS in writing within a reasonable time from the effective date of any change in the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The 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.

34. To change Contract Item number 34 **Further Assurances** to Contract Item number 42.

35. To change Contract Item number 35 **Audit and Inspection of Records** to Contract Item number 43. To replace **Audit and Inspection of Records** language with the following to bring contract language current:

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of 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.
- (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.

36. To change Contract Item number 36 **Background Checks** to Contract Item number 44. To replace **Background Checks** language with the following to bring contract language current:

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.

37. To change Contract Item number 37 **Continued Performance** to Contract Item number 45.

38. To change Contract Item number 38 **Working and Labor Synergies** to Contract Item number 46.

39. To change Contract Item number 39 **Contractor Responsibility** to Contract Item number 47.
40. To change Contract Item number 40 **Severability** to Contract Item number 48.
41. To change Contract Item number 41 **Confidential Information** to Contract Item number 49. To replace **Confidential Information** language with the following to bring contract language current:

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 Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, 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.

42. To add Contract Item number 50 **References to Statutes, Public Acts, Regulations, Codes and Executive Orders** to bring contract language current:

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.

43. To add Contract Item number 51 **Cross-Default** to bring contract language current:

51. Cross Default:

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

44. To remove Contract Item number 42 **Interpretation** language to bring contract language current.

45. To change Contract Item number 43 **Disclosure of Records** to Contract Item Number 52. To replace **Disclosure of Records** with the following to bring contract language current:

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 (1) provide that the public agency is entitled to receive a copy of the 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.

46. To change Contract Item number 44 **Summary of State Ethics Laws** to Contract Item number 53.

47. To change Contract Item number 45 **Sovereign Immunity** to Contract Item number 54.

48. To change Contract Item number 46 **Time of the Essence** to Contract Item number 55. To replace **Time of the Essence** with the following to bring contract language current:

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.

49. To change Contract Item number 47 **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** to Contract Item number 56. To replace **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** with the following to bring contract language current:

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 Limitation," attached as Exhibit C.

50. To remove Contract Item number 47 **Encryption of Data** to bring contract language current.

51. To add Contract Item number 57 **Protection of Confidential Information** to bring contract language current:

57. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of 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, the 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, 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.

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

U.S. Bank National Association

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Michael C. Leppones
Print or Type Name

Name: Melody A. Currey
Print or Type Name

Title: Vice President

Title: Commissioner

Date: June 23, 2016

Date: September 7, 2016



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. 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.

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

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

30 June 2016

CONTRACT AWARD SUPPLEMENT #10

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR:
Department of Administrative Services and Office of the State
Comptroller

TERM OF CONTRACT:
1 August 2008 through 30 June 2017

AGENCY REQUISITION NUMBER:

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
n/c	n/c	\$10,000,000.00	\$48,000,000.00 (est.)

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.

See Overleaf for Contractor Information

Note: Supplement #10 has been issued to extend Contract Award 07PSX0269 through June 30, 2017. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

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: **U.S. Bank National Association**

Company Address: **901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402**

Tel. No.: **612 436-6544**

Fax No.:

Contact Person: **Mark Hess**

Delivery: **As Required**

Contact Person Address: **AT&T Tower, 901 Marquette Avenue S, Minneapolis MN 55402**

Company E-mail Address and/or Company Web Site: www.fleetcommander.com mark.hess@usbank.com

Remittance Address: **n/a**

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

5 February 2016

CONTRACT AWARD SUPPLEMENT #9

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: 1 August 2008 through 30 June 2016	
		AGENCY REQUISITION NUMBER:	
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
n/c	n/c	n/c	n/c

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: **U.S. Bank National Association**

Company Address: **901 Marquette Avenue, 18th Floor, AT&T Tower, Minneapolis MN 55402**

Tel. No.: **612 436-6544**

Fax No.:

Contact Person: **Mark Hess**

Delivery: **As Required**

Contact Person Address: **AT&T Tower, 901 Marquette Avenue S, Minneapolis MN 55402**

Company E-mail Address and/or Company Web Site: **www.fleetcommander.com mark.hess@usbank.com**

Remittance Address: **n/a**

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

Note: Supplement #9 has been issued to Contract Award 07PSX0269 to update Contractor Information for the assignment and assumption of Voyager Fleet Systems, Inc and U.S. Bank National Association. Updated Contractor information is reflected above. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

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

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due:

4 December 2007

Supplement Date:

14 April 2015

CONTRACT AWARD SUPPLEMENT #8

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

DESCRIPTION: **Purchasing Card and Fleet Card Services**

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: August 1, 2008 through June 30, 2016	
		AGENCY REQUISITION NUMBER:	
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
n/c	n/c	n/c	n/c

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

Note: Supplement #8 has been issued to Contract Award 07PSX0269 to correct "Terms" section. Supplements #6 and #7 had an error for "Terms". 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: **JANET DELGRECO OLSON**

Title: **Contract Specialist**

Date: **April 14, 2015**

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

7PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

05 December 2014

CONTRACT AWARD SUPPLEMENT #7

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR: The Department of Administrative Services/Office of the State Comptroller on behalf of All Using State Agencies (AUSA)

TERM OF CONTRACT:

August 1, 2008 through June 30, 2016

AGENCY REQUISITION NUMBER:

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
n/c	n/c	n/c	n/c

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

Prompt Payment Terms: **Net 45 days**

Please Note: Supplement #7 has been issued to Contract Award 07PSX0269 to:

- Add information to Amendment #1 that was erroneously left off of Supplement #3 and
- Add Amendment #2.

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

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

AMENDMENT AGREEMENT #1

EXHIBIT B INCENTIVES & FEES

The State of Connecticut

DEFINITIONS

“**Association**” means either MasterCard or Visa.

“**Average Fileturn**” means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

“**Average Payment Terms**” means the Average Fileturn minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms.

“**Average Transaction Size**” means U.S. Single Use Charge Volume divided by the total number of transactions included in the calculation of Charge Volume for any given period.

“**Combined Charge Volume**” means the sum of the U.S. Charge Volume and the U.S. Single Use Charge Volume.

“**Credit Losses**” means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

“**Grace Days**” means the number of calendar days following the end of a billing cycle to the date the payment is due.

“**Large Ticket Transaction**” means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

“**Large Ticket Transaction Volume**” means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

“**Purchasing Card Agreement Addendum**” means the agreement approved and executed by the participating Addendum Agency, the State, and Contractor to establish a Commercial Card Program with Contractor pursuant to the terms and conditions of the Contract (as such Contract may be amended, modified, supplemented or replaced from time to time).

“**Settlement Terms**” means the combination of the number of calendar days in a billing cycle and the Grace Days. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the Grace Days.

“**U.S. Charge Volume**” means total U.S. dollar charges made on a Bank Commercial Card, net of returns, and excluding cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

“**U.S. Single Use Charge Volume**” means total U.S. dollar charges made on a Virtual Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

“**Virtual Single Use Account**” means a Card-less Account used in connection with a single, unique transaction.

AMENDMENT AGREEMENT #1

REBATES

Volume Rebate – U.S. Purchasing and Single Use programs

Contractor will pay an annual rebate based on the annual aggregate Combined Charge Volume for the State and all Addendum Agencies (each a “**State Entity**”) which have a Commercial Card Program with Contractor. A participating Addendum Agencies’ Commercial Card Program shall each be established through a separate Purchasing Card Agreement Addendum to be executed by that State Entity. The rebate rate will be established by taking the sum of the annual Combined Charge Volume for all of the State Entities according to the rebate grid tier. The rebate will be calculated as the rebate rate times each State Entity’s Combined Charge Volume respectively.

Combined US Purchasing and US Single-Use Programs	
Annual Combined Charge Volume	Rebate Rate (%)
\$10,000,000	0.75%
\$15,000,000	0.99%
\$20,000,000	1.09%
\$25,000,000	1.12%
\$30,000,000	1.17%
\$35,000,000	1.17%
\$40,000,000	1.18%
\$45,000,000	1.18%
\$50,000,000	1.20%
\$60,000,000	1.22%
\$70,000,000	1.23%
\$80,000,000	1.25%
\$90,000,000	1.26%
\$100,000,000	1.27%
\$125,000,000	1.28%
\$150,000,000	1.29%
\$175,000,000	1.30%
\$200,000,000+	1.31%

U.S. Single Use Charge Volume Rebate Rate Adjustment

The above-stated rebate grid will be reduced by 30.0 basis points (0.30%) for annual U.S. Single Use Charge Volume associated with each State Entity that is between \$2 million - \$10 million. Each State Entity’s U.S. Single Use Charge Volume must exceed \$2 million in annual charge volume to receive a rebate.

Average Payment Terms Escalator

Contractor will pay State an additional rebate based on its Average Payment Terms throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Payment Terms escalator of 0.01% per full day of early payment will be earned.

Average Spend Per Card/Transaction Size Rebate Rate Adjustment

Contractor reserves the right to adjust the pricing grid if the program performance for the U.S. Single Use program deviates more than 20% based on an Average Transaction Size assumption of \$500.

AMENDMENT AGREEMENT #1

Large Ticket Rebate – Single Use Program

Contractor will pay the State an annual rebate of 0.20% on annual Large Ticket Transaction Volume for the Single Use program.

Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Associations (MasterCard/VISA), Contractor reserves the right to ratably adjust the rebate rates accordingly.

General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any calendar year, Contractor will invoice the State Entity for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. In no event will Contractor pay the State Entity a rebate for the year in which this Contract is terminated (For avoidance of doubt, this would not include the year in which the Contract expires). If the State Entity is participating in more than one program, Contractor reserves the right to offset any Credit Losses from one program against any rebate earned under any other program.

Rebate payments will be made in the first quarter for the previous calendar year via wire transfer to an account designated by the State.

To qualify for any rebate payment, all of the following conditions apply.

- a. Settlement of any centrally billed account(s) must be by automatic debit or by State Entity initiated ACH or wire.
 - b. Payments must be received by Contractor in accordance with the Settlement Terms. Delinquent payments shall be subject to Past Due Fees as specified below. Settlement Terms are 30 & 25 for the U.S. Purchasing Card and U.S. Single Use programs.
 - c. The State Entity must maintain a satisfactory Contractor credit risk rating (investment grade equivalent).
 - d. The State Entity is not in material default under the Contract.
 - e. Account(s) must be current at the time of rebate calculation and payment.
-

AMENDMENT AGREEMENT #1

PROGRAM FEES – THE FOLLOWING ARE THE FEES ASSOCIATED WITH PURCHASING AND SINGLE USE PROGRAMS IN THE UNITED STATES	
Annual Card Fee	\$0.00
Special purpose (b2b) card fee (I.E., declining balance, relocation card, meeting card, project card, department card)	\$0.00
Cash advance fee	2.0% (\$3.00 minimum)
Convenience check fee	\$1 per posted check + 0.5% of check value
Rejected convenience check	\$0.00
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00
Card reinstatement	\$0.00
Emergency (rush)card replacement	\$0.00
Return check (payment)	\$15 per return
ACH return	\$0.00
Document retrieval	Dispute related \$0.00 Non-dispute related: \$8 per document
Duplicate Statement	\$5 - \$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	\$0.00
Over limit fee	\$0.00
Miscellaneous fees	None
PAST DUE FEES	
Late fee	None
Finance charge	Prime +2% is applied to the average daily which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
Delinquency fee	None
CARD DESIGN	
Basic plastic	\$0.00
Client logo plastic	\$0.00
Customized plastic	At cost (pass through), based on complexity of design subject to a 1,000 card minimum
TRAINING AND CONSULTING	
Training at JPMorgan Chase's site	\$0.00; client T & E not included
Training at State site(s)	\$0.00 for first session, additional sessions @ \$950/day
TECHNOLOGY SERVICES	
Paper statements	\$0.00
Electronic payment fee	\$0.00
Customer reporting/mapper, programming/post-loader	\$250 per hour (\$1,000 minimum) **one mapper waived SDOL customer mapper: priced by MasterCard; will be a "pass-through charge"
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily - WAIVED
PaymentNet set up fee	Waived
Smart Data OnLine (SDOL) set up fee	\$0.00
SDOL monthly maintenance fee	\$50 per program per month waived
SDOL real time	\$0.00
Single-Use File Transfer Fee	Waived

Should State Entity request services not in this schedule, State Entity agrees to pay the fees associated with such services.

AMENDMENT AGREEMENT #1

EXHIBIT D

SINGLE-USE ACCOUNT SERVICES ADDENDUM

This Single-Use Account Addendum (this "Addendum") is entered into between **The State of Connecticut acting by its Department of Administrative Services** (the "State") and **JPMorgan Chase Bank, National Association, Chase Bank USA, N.A.**, or **JPMorgan Europe Limited** as may be determined from time to time (the "Contractor").

Reference is made to the Connecticut Contract – 07PSX 0269 effective July 10, 2008 between the State and the Bank (as amended, supplemented, restated or replaced from time to time, the "Contract"). Except as may be modified in this Addendum, the provisions of the Contract are incorporated herein mutatis mutandis. In that connection references to the "Contract" in the Contract shall be deemed to be references to this Addendum;

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to State the services described below:

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires. Terms used in this Addendum and not otherwise defined shall have the same meaning in this Addendum as defined or used in the Contract.

"Addendum" means this Single-Use Account Addendum as it may be amended from time to time.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the State in authenticating requests for SUAs sent by the State to the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the State under this Addendum.

"Products" means the software applications that may be made available to the State hereunder and related documentation, including any error corrections and/or updates, made available to the State pursuant to this Addendum.

"Single-Use Accounts or SUAs" means the Accounts requested and established in connection with this Addendum.

"Single Use Account Network" (also the "Network") means the Internet based network for requesting and providing SUAs.

"Single-Use Account Request" means a written or electronic transmittal to issue an SUA, which request or transmittal is secure, encrypted or password protected as specified by the Bank from time to time.

"Single-Use Account System" means the system composed of Accounts, controls, and reports to facilitate purchases of and payments for, business goods and services and provided pursuant to the terms and conditions of this Addendum.

1. In connection with the State's participation in the Single-Use Account System, Single-Use Accounts will be established upon receipt of a Single-Use Account Request through the Single-Use Account Network. Periodic billing statements reflecting Transactions generated by use of Single-Use Accounts will be delivered to the State in accordance with the terms and conditions of the Contract. The Single-Use Accounts are non-transferable and non-assignable. The Single-Use Accounts shall remain the property of the Bank.
2. All requests for SUAs shall be delivered through the Network using the Network Security Procedures. The State agrees to use reasonable security precautions to safeguard Single-Use Accounts in connection with their storage, use, and dissemination.
3. During the term of this Addendum and the Contract and subject to the State's performance of its obligations hereunder, the Bank will maintain the Network and allow the State to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities.
4. Subject to the terms and conditions of this Contract, during the term hereof, the Bank grants to the State a personal, nonexclusive, nontransferable, license to access the Network for the sole purpose of receiving the Network Services.
5. The State has no right to provide access to the Network or to transfer, sublicense or otherwise distribute the Products other than contemplated by the Single-Use Account System.
6. The State's rights to access the Network and rights in the Products will be limited to those expressly granted in this Addendum. The Bank reserves all access to the Network and rights and licenses in and to the Products not expressly granted to the State under this Addendum.

AMENDMENT AGREEMENT #1

7. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.
8. The Bank or its licensor(s) presently own and will continue to own all worldwide right, title, and interest in and to the Products and all worldwide Intellectual Property Rights therein, whether or not the Products, in whole or in part, are incorporated in or combined with any other product.
9. Intellectual Property Rights. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Contract any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Products, Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.
10. The State is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized access into the Network. State agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the State believes or suspects that any such information or instructions have been accessed by unauthorized persons, the State shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over the State's access into the Single-Use System.
11. The State hereby grants the Bank a non-exclusive, royalty-free, fully paid-up license to use, reproduce, display, modify and create derivative works of data that is based on data or information uploaded, provided, sent, transferred or otherwise transmitted by the State to or by the Network solely for the purpose of operating, maintaining, supporting and enhancing the Network and/or the Products for use by the State only.
12. All requests for Single-Use Accounts submitted in the name of the State are subject to authentication pursuant to the Network Security Procedures. The Bank shall process State's request for SUAs when such requests are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the State. The Client agrees to be bound by any request for an SUA, whether or not authorized, issued in State's name and authenticated by the Bank in accordance with the Network Security Procedures.

2nd AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT ACTING BY AND THROUGH ITS DEPARTMENT OF
ADMINISTRATIVE SERVICES/OFFICE OF THE STATE COMPTROLLER
AND
JPMORGAN CHASE BANK, N.A.
FOR
PURCHASING CARD SERVICES

This 2nd Amendment Agreement (the “Amendment”) is made as of the 14th day of March, 2013, by and between JP Morgan Chase Bank, N.A. (the “Contractor”), with a principal place of business at 270 Park Avenue, New York, NY , acting by Paul J. Szalko, its Vice President, duly authorized, and the State of Connecticut (the “State”) acting by and through its Department of Administrative Services with a principal place of business at 165 Capitol Avenue, Hartford, CT 06106 acting by Martin W. Anderson, Ph.D., its Deputy Commissioner, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes, and its Office of the State Comptroller (“OSC”), with a principal place of business at 55 Elm Street, Hartford, CT 06106 acting by its Comptroller, Kevin Lembo, in accordance with Section 3-112 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated July 31, 2008 and amended by that certain 1st Amendment dated November 30, 2012, for Purchasing Card Services;

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

- 1) **Definitions.** Capitalized terms used in this Amendment and defined in the Contract shall be used herein as so defined, except as otherwise provided herein.
- 2) **Acknowledgement.** The parties hereto acknowledge and agree:

“For purposes of rebate calculations, the terms and conditions of the rebate incentives as described on Exhibit B to the Contract, as revised by that certain 1st Amendment between the parties, shall be effective as of January 1, 2012.”
- 3) **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 4) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

JPMORGAN CHASE BANK, N.A.

STATE OF CONNECTICUT
DEPARTMENT OF
ADMINISTRATIVE SERVICES

By: _____

By: _____

Paul Szalko

Martin D. Anderson, Ph.D.

Title: Vice President

Title: Deputy Commissioner

Date: _____

Date: _____

STATE OF CONNECTICUT
COMPTROLLER'S OFFICE

By: _____

Kevin Lembo

Title: Comptroller

Date: _____

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

7PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

18 September 2014

CONTRACT AWARD SUPPLEMENT #6

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

DESCRIPTION: **Purchasing Card and Fleet Card Services**

FOR: The Department of Administrative Services/Office of the State Comptroller on behalf of All Using State Agencies (AUSA)

TERM OF CONTRACT:

August 1, 2008 through June 30, 2016

AGENCY REQUISITION NUMBER:

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
n/c	n/c	n/c	n/c

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: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

Prompt Payment Terms: **Net 45 days**

PLEASE NOTE:

Supplement #6 has been issued to Contract Award 07PSX0269 to update Remittance Address for JP Morgan Chase Bank, N.A. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

Janet DelGreco Olson
Contract Specialist

860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

27 August 2014

CONTRACT AWARD SUPPLEMENT #5

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: August 1, 2008 through June 30, 2016	
		AGENCY REQUISITION NUMBER:	
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
n/c	n/c	n/c	n/c

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: **Voyager Fleet Systems, Inc.**

Company Address: **738 Highway Six South, Suite 600, Houston TX 77079**

Tel. No.: **800-987-6591**

Fax No.:

Contact Person: **Linda Brennan, Manager, Contract Services**

Delivery: **As required**

Contact Person Address: **200 South Sixth St, EP-MN-L26C Minneapolis MN 55402**

Contact Person Telephone No.: **612 973-1426** Contact Person Fax No.: **612 973-3744**

Company E-mail Address and/or Company Web Site: **fleetcommander.com**

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **See Exhibit B**

PLEASE NOTE:

Supplement #5 has been issued to extend Contract through June 30, 2016. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 7/08
Prev. Rev. 4/08

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

(ORIGINAL CONTRACT NUMBER: RFP012-A-09-0257-C AND 02PSX0123)

Marcie Wilson
Contract Specialist
(860) 713-5622
Phone Number

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

24 July 2013

CONTRACT AWARD SUPPLEMENT #4

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

DESCRIPTION: **Purchasing Card and Fleet Card Services**

FOR: The Department of Administrative Services and the Office of the State Comptroller

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
August 1, 2008 – October 5, 2014

AGENCY REQUISITION NUMBER:

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
		\$5,000,000	\$5,000,000

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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Fleet Card Services -

Company Name: **Voyager Fleet Systems, Inc.**

Company Address: **738 Highway Six South, Suite 600 Houston, TX 77079**

Tel. No.: **800-987-6591**

Fax No.:

Contract Value: **\$5,000,000**

Contact Person: **Linda Brennan, Manager, Contract Services**

Delivery: **As required**

Contact Person Address: **200 South Sixth Street, EP-MN-L26C Minneapolis, MN 55402**

Contact Person Tel No.: **612-973-1426** Fax No. **612-973-3744**

Company E-mail Address and/or Company Web Site **fleetcommander.com**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **See Exhibit B** Agrees to Supply Political SubDivisions: **Yes**

The purpose of this Supplement is to extend the contract expiration date to October 5, 2014.

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

Purchasing Card Services -

Company Name: JPMorgan Chase Bank, N.A.

Company Address: 270 Park Avenue New York, NY 10017-2070

Tel. No.: 212-552-6072

Fax No.:

Contract Value: \$18,000,000

Contact Person: John T. McAuley

Delivery: As required

Contact Person Address: One Chase Manhattan Plaza, 21st Floor New York, NY 10005

Company E-mail Address and/or Company Web Site John.T.McAuley@chase.com

Remittance Address: One Chase Manhattan Plaza New York, NY 10005

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

*Terms: within 25 days
of the 10th of the
month.*

Agrees to Supply Political SubDivisions: Yes

NOTE:

The purpose of this supplement is to add a vendor for Fleet Card Services as was originally a part of the RFP solicitation and to identify both services provided by each respective vendor.

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

APPROVED _____

MARTIN W. ANDERSON, Ph.D.

Deputy Commissioner

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/26/12
Prev. Rev. 7/08

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Aimee Cunningham
Contract Specialist
(860) 713-5250

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

December 21, 2012

CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION: Purchasing Card and Fleet Card Services

FOR: The Department of Administrative Services/Office of the
State Comptroller on behalf of all Using State Agencies
(AUSA)

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
July 31, 2008 - June 30, 2016

AGENCY REQUISITION NUMBER:

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
			\$5,000,000

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://www.das.state.ct.us/busopp.asp>

Company Name: JPMorgan Chase Bank, N.A.

Company Address: 270 Park Avenue New York, NY 10017-2070

Tel. No.: 212-552-6072

Fax No.:

Contract Value: \$23,000,000

Delivery: As required

Contact Person: Gregory Powell

Contact Person Address: One Chase Manhattan Plaza, 21st Floor New York, NY 10005

Company E-mail Address and/or Company Web Site gregory.j.powell@jpmchase.com

Remittance Address: One Chase Manhattan Plaza New York, NY 10005

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

Terms: within 25 days of
the 10th of the month.

Agrees to Supply Political SubDivisions: Yes

Terms: Net 45 Days

Cash Discount: % Days

NOTE

The purpose of this Supplement is to include Contract Amendment #1, which includes extending the contract expiration date to June 30, 2016.

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

APPROVED _____

Martin W. Anderson, Ph.D.

Deputy Commissioner

(Original Signature on Document in Procurement Files)

1st AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT ACTING BY AND THROUGH ITS DEPARTMENT OF
ADMINISTRATIVE SERVICES/OFFICE OF THE STATE COMPTROLLER
AND
JPMORGAN CHASE BANK, N.A.
FOR
PURCHASING CARD SERVICES

This 1st Amendment Agreement (the "Amendment") is made as of the 28th day of November 2012, by and between JP Morgan Chase Bank, N.A. (the "Contractor"), with a principal place of business at 270 Park Avenue, New York, NY , acting by Paul J. Szalko, its Vice President, duly authorized, and the State of Connecticut (the "State") acting by and through its Department of Administrative Services with a principal place of business at 165 Capitol Avenue, Hartford, CT 06106 acting by Martin W. Anderson, Ph.D., its Deputy Commissioner, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes, and its Office of the State Comptroller ("OSC"), with a principal place of business at 55 Elm Street, Hartford, CT 06106 acting by its Comptroller, Kevin Lembo, in accordance with Section 3-112 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated July 31, 2008 for Purchasing Card Services;

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

- 1) 1. Section 24. Non-Discrimination. is deleted in its entirety and the following is substituted in its place:

Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- 1) **Section 24. Non-Discrimination** is deleted in its entirety and the following is substituted in its place:

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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

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

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

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

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public 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.

2) **Definitions.** Capitalized terms used in this Amendment and defined in the Contract shall be used herein as so defined, except as otherwise provided herein.

3) **Acknowledgement.** The parties hereto acknowledge and agree:

“The term of the Contract, as described in Section 2” ‘Term of Contract; Contract Extension’ of the Contract, shall be extended for three (3) years through June 30, 2016. Thereafter, the parties may agree to renew the Contract for two additional one (1) year terms.

4) **Amendment.** A new definition is hereby added in the correct alphabetical order to ‘Contract Exhibit A’ to the Contract as follows:

“**Fraudulent Transactions**” means transactions made on a Card or Account by a person, other than the State or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or State receives no direct or indirect benefit.

5) **Amendment.** Contract Exhibit A of the Contract under ‘Commercial Card Agreement’ is hereby modified as follows: The last three sentences of the first paragraph of Section 3. ‘Commercial Card Liabilities of the State’ beginning “The State will notify the Contractor by phone.....”, is deleted in its entirety and replaced with the following:

“State shall immediately notify Contractor by phone of any Card or Account that State knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.

i. Liability for Fraudulent Transactions Following Notification. Notwithstanding anything to the contrary contained herein, State shall not be liable for any Fraudulent Transactions occurring on a Card or Account after the effective time of such notification to Contractor of such Fraudulent Transaction.

ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, State shall not be liable for Fraudulent Transactions occurring on a Card or Account prior to the effective time of such notification to Contractor of such Fraudulent Transactions.

- iii. The State shall operate its Program in accordance with Contractor's fraud reduction best guidelines as set forth below:
 - a. State to block high risk MCCs identified by Contractor and presented to State;
 - b. State to maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. To assist in the mitigation of future instances where fraudulent activity could occur, as determined by Contractor, State to comply with all other guidelines as Contractor may reasonably require from time to time.

If State fails to comply with its obligations described in this subsection (iii) Contractor may deem the State in Breach in accordance with Section 9 of the Contract.

- 6) **Exhibit B.** Exhibit B to the Contract is hereby deleted in its entirety and replaced with a new Exhibit B in the form attached hereto.
- 7) **Amendment.** A new 'Exhibit D' entitled **Single Use Account Services Addendum** attached hereto is hereby incorporated and made a part of the Contract.
- 8) **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 9) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

JPMORGAN CHASE BANK, N.A.

STATE OF CONNECTICUT
DEPARTMENT OF
[AGENCY NAME]

By: _____

By: _____

Paul Szalko

Martin D. Anderson, Ph.D.

Title: Vice President

Title: Deputy Commissioner

Date: _____

Date: _____

STATE OF CONNECTICUT
COMPTROLLER'S OFFICE

By: _____

Kevin Lembo

Title: Comptroller

Date: _____

CONTRACT SUPPLEMENT
RFP-37 Rev. 7/08
Prev. Rev. 4/08

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

(ORIGINAL CONTRACT NUMBER: RFP012-A-09-0257-C AND 02PSX0123)

Aimee Cunningham
Contract Specialist

(860) 713-5250
Buyer Phone Number

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

17 June 2010

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: **Purchasing Card and Fleet Card Services**

FOR: The Department of Administrative Services/Office of the State Comptroller on behalf of All Using State Agencies (AUSA).

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
August 1, 2008 - July 30, 2013

AGENCY REQUISITION NUMBER:

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
		\$5,000,000	\$5,000,000

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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Fleet Card Services -

Company Name: **Voyager Fleet Systems, Inc.**

Company Address: **738 Highway Six South, Suite 600 Houston, TX 77079**

Tel. No.: **800-987-6591**

Fax No.:

Contract Value: **\$5,000,000**

Contact Person: **Linda Brennan, Manager, Contract Services**

Delivery: **As required**

Contact Person Address: **200 South Sixth Street, EP-MN-L26C Minneapolis, MN 55402**

Contact Person Tel No.: **612-973-1426** Fax No. **612-973-3744**

Company E-mail Address and/or Company Web Site **fleetcommander.com**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **See Exhibit B** Agrees to Supply Political SubDivisions: **Yes**

Purchasing Card Services -

Company Name: JPMorgan Chase Bank, N.A.

Company Address: 270 Park Avenue New York, NY 10017-2070

Tel. No.: 212-552-6072

Fax No.:

Contract Value: \$18,000,000

Contact Person: John T. McAuley

Delivery: As required

Contact Person Address: One Chase Manhattan Plaza, 21st Floor New York, NY 10005

Company E-mail Address and/or Company Web Site John.T.McAuley@chase.com

Remittance Address: One Chase Manhattan Plaza New York, NY 10005

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

*Terms: within 25 days
of the 10th of the
month.*

Agrees to Supply Political SubDivisions: Yes

NOTE:

The purpose of this supplement is to clarify that its use is for All Using State Agencies and to correct the contract value amount from \$5,000 to \$5,000,000 in the "Contractor Information" section.

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

APPROVED _____

MARTIN W. ANDERSON, Ph.D.

Commissioner

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 7/08
Prev. Rev. 4/08

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

(ORIGINAL CONTRACT NUMBER: RFP012-A-09-0257-C AND 02PSX0123)

Aimee Cunningham

Contract Specialist

(860) 713-5250

Buyer Phone Number

CONTRACT AWARD NO.:

07PSX0269

Contract Award Date:

31 July 2008

Proposal Due Date:

4 December 2007

SUPPLEMENT DATE:

3 November 2009

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: **Purchasing Card and Fleet Card Services**

FOR: The Department of Administrative Services and the Office of the State Comptroller

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
August 1, 2008 - July 30, 2013

AGENCY REQUISITION NUMBER:

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
		\$5,000,000	\$5,000,000

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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Fleet Card Services -

Company Name: **Voyager Fleet Systems, Inc.**

Company Address: **738 Highway Six South, Suite 600 Houston, TX 77079**

Tel. No.: **800-987-6591**

Fax No.:

Contract Value: **\$5,000,000**

Contact Person: **Linda Brennan, Manager, Contract Services**

Delivery: **As required**

Contact Person Address: **200 South Sixth Street, EP-MN-L26C Minneapolis, MN 55402**

Contact Person Tel No.: **612-973-1426** Fax No. **612-973-3744**

Company E-mail Address and/or Company Web Site **fleetcommander.com**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **See Exhibit B** Agrees to Supply Political SubDivisions: **Yes**

Purchasing Card Services -

Company Name: JPMorgan Chase Bank, N.A.

Company Address: 270 Park Avenue New York, NY 10017-2070

Tel. No.: 212-552-6072

Fax No.:

Contract Value: \$18,000,000

Contact Person: John T. McAuley

Delivery: As required

Contact Person Address: One Chase Manhattan Plaza, 21st Floor New York, NY 10005

Company E-mail Address and/or Company Web Site John.T.McAuley@chase.com

Remittance Address: One Chase Manhattan Plaza New York, NY 10005

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

*Terms: within 25 days
of the 10th of the
month.*

Agrees to Supply Political SubDivisions: Yes

NOTE:

The purpose of this supplement is to add a vendor for Fleet Card Services as was originally a part of the RFP solicitation and to identify both services provided by each respective vendor.

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

APPROVED _____

MARTIN W. ANDERSON, Ph.D.

Deputy Commissioner

(Original Signature on Document in Procurement Files)

CONTRACT

07PSX0269

Between

THE STATE OF CONNECTICUT

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES
AND OFFICE OF THE STATE COMPTROLLER**

AND

VOYAGER FLEET SYSTEMS, INC.

FOR A
FLEET CARD PROGRAM

October 26, 2009

Contract Award Date

This Contract (the “Contract”) is made as of the, by and between, Voyager Fleet Systems Inc., a wholly owned subsidiary of US Bank National Association ND (the “Contractor”), with a principal place of business at 783 Highway Six South, Houston, TX 77079, acting by Robert Abele its President and the State of Connecticut (the “State”), acting by and through it’s Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106, acting by Martin Anderson its Deputy Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes and its Office of the State Comptroller (“OSC”), with a principal place of business at 55 Elm Street, Hartford, CT 06106, acting by its Comptroller, Nancy Wyman, in accordance with Section 3-112 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) **Addendum Agency:** An entity or agency reliant on the state for its annual funding including but not limited to departments, boards and commissions.
 - b) **Cancellation:** An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - c) **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.
 - d) **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.
 - e) **Contractor:** A person or entity who submits a Proposal and who executes a Contract.
 - f) **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.
 - g) **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.
 - h) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - 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.

Contract # **07PSX0269**

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- 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) Political Subdivisions: An entity or agency not reliant on the state for its annual funding, including but not limited to towns, municipalities, school districts, state universities and colleges and not-for profit organizations.
 - m) Proposal: A Proposer's submittal in response to a Request for Proposals.
 - n) 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.
 - o) 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. Contractor may keep one (1) copy of such Records if so required by law or regulation.
 - p) 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.
 - q) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - r) Termination: An end to the Contract pursuant to a right which the Contract creates, other than 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.
2. Term of Contract; Contract Extension. The Contract will be in effect from signing by or on behalf of the State or Contractor, whichever is later, for a term of five (5) years. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, 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. Rebate Addendum, Payment Terms and Billing, and Price Adjustments.
- (a) Rebate Addendum: Rebate Addendum under this Contract is set forth in Exhibit B.

- (b) **Payment Terms and Billing:** Payment shall be made upon receipt of the Statement by the State. Unless otherwise specified, in the Contract, payment for all accepted Goods or Services shall be due within twenty-five (25) days after receipt of the State, or thirty 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 a Statement to the State for the Performance. The Statement shall include detailed information for Goods or Services, delivered and performed, as applicable. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) Reserved (minimum wage).
- (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 the State 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. The State 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 #28, Notice. A request made to the Addendum Agencies 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 Addendum 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 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. **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, Cancellation Expiration and Open Market Purchases, the Contract shall bind the State to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
- 6. **Contract Amendments.** Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.

7. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the State. The State may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by the State for a breach is without prejudice the State's rights or possible Claims.

8. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may terminate the Contract whenever the State makes a written determination that such Termination is in the best interests of the State. The State 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 Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
 - (b) Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The State shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, 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 State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the State no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State 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 or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the State directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, 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) To the extent that the State has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the State shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the State in accordance with Exhibit A. In addition, the State shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance, which the notice required the Contractor to complete. Upon and as requested by the State and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the State, or any replacement contractor which the State designates, all

subcontracts, purchase orders and other commitments, (2) deliver to the State all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the State may request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the State may Cancel 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, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.
9. 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 Cancellation 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 Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice.
10. 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.
11. 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 the State, if it deems it to be necessary or appropriate in its sole discretion, to Cancel 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. If the State does not Cancel the Contract, the State will deduct such open market purchases from the Contract quantities. However, if the State deems it to be in the best interest of the State, the State 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 State,

12. 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 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 Agency requirements, particularly the 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 Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the 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.

13. 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 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 of the Contract.
- (b) 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.
- (c) 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.

- (d) 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 provide a certificate of insurance to the State prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the certificate of insurance.
- (e) 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.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

14. Forum and Choice of Law. The Contract shall be deemed 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.

15. 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 State'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.

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

17. Setoff. In addition to all other remedies that the State may have, 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.
18. 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.
19. Advertising. The State and the Contractor each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. The State and the Contractor each agree that, without prior written consent of the other party, they will not use the name or any logo, copyright, service mark, trademark, material, or data on the Internet owned or licensed by the other party.
20. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The State may cancel the Contract if the Contractor fails to comply with the Act.
21. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to the State 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 of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 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 a 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 Cancelled;
- (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 the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, 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 Codes of Ethics;
- (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 that originate after the date of this contract;

- (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) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and bidder 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 the State, 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;
- (t) except to the extent modified or abrogated in the Contract, all Title shall pass to the State upon complete installation, testing and acceptance of the Goods or Services and payment by the State;
- (u) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the State all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State.
- (v) 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;
- (w) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without the State's prior written consent;
- (x) 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;
- (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (z) the State's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) if they procure any Goods, they shall sub-license such Goods and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (bb) they shall assign or otherwise transfer to the State or afford the State the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the State.

22. **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.

23. 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. This 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.
24. Exhibits, Addenda, Amendments, Attachments and Schedules. All exhibits, addenda, amendments, attachments and schedules 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.
25. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are 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 shall provide a copy of these orders to the Contractor.
26. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
 - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (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, mental retardation 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. 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, mental retardation, 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;
 - (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (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 section 46a-56.
- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section (a) above 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 section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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 of 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 section 46a-56;

(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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into after the effective date of this Contract 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 section 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.

27. **Whistleblowing.** This Agreement is subject to the provisions of §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 Agreement. 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.

28. **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, 5th Floor South
Hartford, CT 06106-1659
Attention: Aimee Cunningham

If to the Contractor:

Voyager Fleet Systems Inc.
Suite 600
738 Highway Six South
Houston, TX 77079
Attention: CPS Contract Services

If to OSC:

Office of the State Comptroller
Fiscal Policy Division
55 Elm Street
Hartford, CT 06106
Attention: Brenda Halpin, Director

29. **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:

- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) **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.

30. 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.
31. 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.
32. 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.”

The State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the State’s satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the State in accordance with the terms of the State’s written request. The State 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.

33. Contractor Changes. In the event of any changes in the following as they relate to the Contractor,
- (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor;
 - (c) the individual(s) in charge of the Performance,

such change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. 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.

34. 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.

35. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours, at a location mutually acceptable to the Parties, for audit and inspection by the State, including, but not limited to, the Connecticut Auditors of Public Accounts. Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State 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.
36. 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 Public Safety 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. Any required background checks will be conducted at the sole expense of the State.
37. 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.
38. 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.
39. 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.
- 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.
40. 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.

41. **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 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, The State will endeavor to keep said information confidential to the extent permitted by law. The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other requirements of law.
42. **Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
43. **Disclosure of Records.** The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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.
44. **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.

45. 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.
46. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement 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 Agreement.
47. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11
47. Encryption of Data
- (a) Contractor, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. Contractor shall work towards compliance with all Payment Card Industry (PCI) Industry security standards. Efforts shall be ongoing to maintain compliance as PCI standards change from time to time.
- (b) In the event of a breach of security or loss of State of Connecticut data, the Contractor shall notify the state agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

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

Voyager Fleet Systems, Inc

By:

Jeffrey A. Rankin

Title: Senior Vice President

Date: _____

STATE OF CONNECTICUT
Department of Administrative Services

By:

Martin W. Anderson, Ph.D.

Title: Deputy Commissioner

Date: _____

STATE OF CONNECTICUT
Office of the State Comptroller

By:

Nancy Wyman

Title: State Comptroller

Date: _____

Product and/or Service Specifications

DEFINITIONS (These Definitions only apply to Exhibits A & B of the Contract Document. Definitions provided in Contract document also apply to this Exhibit.)

Addendum Agencies means agencies that are reliant on the State for their annual funding

Authorized User means individuals authorized by the State to access and use the Program and System

Fleet Card means a fleet card that is issued by the Contractor with respect to an Account

Card Request means a written or electronic transmittal from the State, requesting the Contractor to issue a Card(s) or establish an Account(s)

Cardholder means (i) an individual in whose name a Fleet Card is issued, and (ii) any other employee, officer, director, or person authorized by the State or named Cardholder to use a Fleet Card or Account

Cycle means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Contractor may specify

Effective Date means the later of the dates the Contract is signed by the State and Contractor

Fiscal Year means July 1 – June 30

Fleet Card Program Administrator means the State's representative(s) authorized to perform various administrative and security functions in connection with the program and system

Losses means all Credit Losses and Fraud Losses

Merchant means a company that supplies fuel or services in which the State pays with a fleet card.

Payment Date means the date specified as the payment due date for the fleet card account to be paid by the State.

Political Subdivisions means entities that are not reliant upon State for their annual funding

Relationship Manager means the Contractor's representative who oversees the overall relationship between the Contractor and the State. Will assist with the State's program design, growth strategies, contract and rebate discussions, program enhancements and customer satisfaction.

Statement means the periodic statement prepared by the Contractor for the State to remit payment.

Statement billing date means the last day of the monthly billing cycle.

User Guide means the manual that will be developed and maintained by the Contractor and the State to establish and uphold program directives as the program is rolled out and during the life of the Contract.

Fleet Card Program means the fuel card system comprised of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement

Scope of Services

Contractor shall administer a Fleet Card Program for the State of Connecticut. The Fleet Card Program will allow State employee cardholders to make purchases for fuel and other designated products or services.

The purpose of this Fleet Card Agreement is for Contractor to establish one (1) or more Fleet Card accounts for the State and for each of its Addendum Agencies that are eligible to participate in the program. The State will advise Contractor in writing of the eligible Addendum Agencies. Political Subdivisions can also participate in this Fleet Card Program.

Addendum Agencies rely on the State for their annual funding and the State shall provide the funds to pay for the charges on the fleet accounts issued to the employees of these Addendum Agencies. The State has the right to exclude any Addendum Agencies from the Contract by providing written notice to Contractor. Political Subdivisions are not reliant on the State for their funding. Accordingly, Political Subdivisions must credit qualify on their own and must sign a Political Subdivision Addendum with Contractor.

After the State has been credit qualified by Contractor, Contractor will establish Fleet card accounts for the State and those Addendum Agencies that the State designates, as noted above, to Contractor. Contractor shall also establish Fleet Card Accounts for each Political Subdivision that has credit qualified with Contractor and has submitted a properly completed Political Subdivision Addendum.

Contractor shall issue fleet cards and will establish a transaction processing, reporting and payment system with respect to purchases of motor fuels and other products and services by the State's fleet vehicle operations. State shall be responsible for selecting a Personal Identification Number (PIN) or a Driver Identification Number ("Driver ID") pursuant to the Fleet Card Program. Unless Contractor notifies the State to the contrary, or a Fleet Card has been terminated as provided herein, all Fleet Cards will expire upon the expiration or termination of the Contract.

The Contractor shall provide the State with a dedicated Relationship Manager who shall assist the State through the migration phase of the Fleet Card Program according to the timeline agreed upon by the Contractor and the State. The Relationship Manager will fill the role of day-to-day issues and will have access to all of the State's program specifics in order to provide fast, efficient service.

Contractor will assist the State in developing a comprehensive User Guide for the Fleet Card Program Administrator to establish and uphold program directives that will be utilized throughout the contract period. This User Guide may include directives and pricing that may not be individually listed in this contract or its exhibits. The contents of the User's Manual will be mutually agreed upon between the Contractor and the State and will be subject to change.

Contractor will coordinate the migration of the State's current Fleet Card Program to the new Fleet Card Program according to the timeline agreed upon by the Contractor and the State.

The Relationship Manager will maintain regular contact with the Fuel Program Administrator to identify areas for potential program expansion and products that may enhance the Fuel Card Program. The Relationship Manager shall perform formal account reviews on a regular basis and compare the State's program's performance with industry benchmarks and standards. During program review, the Relationship Manager will:

- Revisit program goals set during implementation
- Assess leveraging of Contractor resource and tools (e.g., training & technology)
- Compare current payment options, spend limits, and service to industry best practices
- Provide a performance incentive assessment to date
- Evaluate industry benchmarking and best practice studies
- Establish goals and objectives for the next review period

Billing

Contractor will send the State a monthly billing statement (the "Statement"), which will itemize all charges for the billing period. The amount shown on the Statement, as "Total Payment Due" shall be due and payable in U.S. Dollars upon the State's receipt of the Statement. Contractor will offer paper, electronic and internet billing options. Contractor will have the ability to provide the following billing options to the State:

- Monthly paper billing reports
- Daily/weekly/monthly electronic billing files (in ASCII or Excel formats)
- Daily/weekly/monthly online billing reports (in PDF, Excel, CSV, and Tab Delimited file formats)

These reports will be sent to individual accounts, or a single roll up report may be sent for multiple accounts using email or FTP. Contractor shall work with the State to determine the best billing solutions.

Controls

The Fleet Card Program Administrator shall establish limits at any level of hierarchy (including by individual cardholder, department, or for the entire organization). Contractor shall make standard controls available for the Fleet Card including, but not be limited to the following:

- Daily Transaction limits
- Monthly Transaction limits

The State's default controls can either be hard-coded or overridden based on the cardholders spending needs. The States spending control options shall include:

- Fuel only restriction – prevents purchases of any other commodity and services other than fuel.
- Fuel and other restriction – Allows the purchase of any commodity.

Credit Line

Contractor shall establish a credit limit which shall be the maximum aggregate amount resulting from purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of Fleet Cards. From time to time and in its sole discretion, Contractor may review the amount of and may adjust such credit limit; provided, however, that Contractor will not decrease the credit limit to an amount lower than the current amount outstanding from the State unless the State has been given notice according with Section 28 of the Contract. Such notice shall be made at least ten (10) business days prior to the effective date of the decrease in the credit limit, during which time the State shall have the opportunity to make a payment to the Contractor to prevent the State from becoming over limit.

Customer Service

Contractor shall provide the State a customer service team that is trained and educated on all aspects of this Contract and how it is applied to the State's Fleet Card Program. The customer service team shall be trained in implementing all features offered to the State.

Contractor shall provide a toll-free "help" phone line for customer assistance and for reporting and canceling lost or stolen Fleet Cards. The phone line shall be available 24 hours per day, seven days per week within North America. Receipts and/or verification of receipts shall be provided at no additional cost, if/when, the request is to process and/or clarify records.

Customizing Applications

Contractor may request two unique security identifiers for fraud and dispute purposes. Identifiers may include cardholder's date of birth, mother's maiden name, employee ID number, tax ID number, generic code, or password.

Delinquency

The Fleet Card account will become delinquent unless Contractor receives the amount shown on the Statement as Total Payment Due, less any disputed items, before the next billing date (approximately twenty five (25) days). Any unpaid portion of the Total Payment Due will be shown on subsequent Statements as the "Past Due Amount". The Fuel Card Account will be suspended if any part of the Past Due Amount is unpaid for three (3) billing dates.

Deliverables to the State

Contractor shall provide to the State a complete set of deliverables including:

- Comprehensive quantitative spend analysis
- In-depth qualitative program review
- Industry benchmarking and best practice assessments
- Customized business case with actionable recommendations supporting achievable and realistic program enhancements and growth opportunities
- Formal project plan to track the implemented recommendations
- Ongoing hands-on support by Contractor

Dispute Resolution

Disputes regarding charges or billings hereunder shall be communicated in writing to Contractor. Communications should include State's name and if available, the participant's name(s) and account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Contractor within sixty (60) days after the date on the billing statement on which the disputed or incorrect charge first appeared. Disputed billings will be categorized as, but not necessarily limited to, failure to receive goods or services charged, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

Finance Charges

There will be no finance charge if the Contractor receives payment of the State's "New Balance" within twenty five (25) days of the statement closing date. If the States New Balance is not paid in full, a Finance Charge will be computed using the Average Daily Balance ("ADB") method resulting in the "Balance Subject to Finance charge". The Periodic (monthly) Rate" is then applied against this amount to arrive at the "Finance Charge".

To arrive at the ADB, Contractor will take the beginning balance on the State's account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance". Contractor will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the "Average Daily Balance". The Finance Charge will be assessed at a Periodic (monthly) Rate for the State as applicable.

Financial Information

The State shall deliver to the Contractor, as soon as available, and in any event not later than ninety-one (91) days after the end of each fiscal year of the State, the State's, audited financial statements prepared by independent certified public accountants selected by the State. The State will authorize the Contractor to obtain from time to time from any other source, including an affiliate of the Contractor, any credit or financial information on the State held by such source. The State agrees to provide to the Contractor from time to time, such other information regarding the financial condition of the State as Contractor may reasonably request.

Fleet Card Account Maintenance

Once a new Fleet Card account is established pursuant to Exhibit A, Contractor shall maintain such Fleet Card account in accordance with the operating policies and procedures as may be in effect from time to time, and Contractor may change, amend, modify or extend such policies and procedures with the mutual agreement of the State. A current copy of these policies and procedures shall be provided to the State at all times during the Contract term.

Fleet Card Fees and Charges

The State agrees to pay the fees and charges as specified by the Contractor, from time to time. The fees initially applicable are specified in Exhibit B. Should there be a need to perform services other than those specified in Exhibit B, the State agrees to pay the fees and charges associated with any such service that shall be agreed upon in advance and in writing.

Fleet Card Incentives

The Contractor shall pay the State an annual rebate as specified in Exhibit B.

Contractor shall offer the State the opportunity to earn a rebate based on net annual charge volume, average transaction size and speed of payment remittance. The rebate opportunity has three parts, while calculated separately, each of the three are dependent on the other: the State must qualify for all three parts of the rebate to receive a rebate payment. If earned, the sum of the parts will be paid to the State annually.

Contractor will calculate these three performance indicators at the end of each annual period:

- 1) Net annual charge volume for the entire State program
- 2) Average transaction size
- 3) Speed of Payment

In no event shall the Contractor pay the State any rebate for the year in which this Agreement is terminated.

Fleet Card Miscellaneous

International transactions and fees. International transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, the association will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the account was used. The Contractor reserves the right to charge an international transaction fee, as specified in Exhibit B. The international transaction fee will be calculated on the U.S. dollar amount provided to the Contractor by the association. The same process and charges may apply if any international transaction is reversed

Fleet Card Format

Contractor shall provide a custom Fleet Card format distinctive to the State of Connecticut with the following minimum elements:

- The name, State of Connecticut
- The Contractor's toll free help line telephone number

Fleet Card Program Liability

The State will be liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card.

The State shall immediately, upon receipt of such information, notify Contractor by telephone followed by written confirmation, as to any lost or stolen Fleet Card, PINs, Driver ID, or Vehicle ID. State shall not be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Fuel Card following receipt by Contractor of notice in writing or by telecopy of such loss, theft, or request to cancel PINs, Vehicle Ids, or Drivers Ids. The State, Addendum Agencies and Political Subdivisions agree to assist Contractor in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Fleet Card and to comply with such procedures as may be required by Contractor in connection with Contractor's investigation. Contractor will not be responsible for controlling the use of a Fleet Card, other than specifically provided herein.

The State shall be the responsible party for all aspects of the Fleet Card Program. If the Fleet Card is issued in the name of the employee, the employee shall not be liable for the charges (unless the charges are made fraudulently) and no "credit" check of the employee will take place by the Contractor. The program shall not impact the cardholder's personal credit history.

Fraud Investigation Process/Identity Theft

The State shall not be liable for any unauthorized transactions that occur after Contractor receives written notification reporting a Fleet Card as lost or stolen. Contractor will work closely with the State to identify and eliminate employee abuse and fraud by providing customized internet analytical tools.

Issuance

New Fleet Cards shall be sent via overnight delivery the next business day after the account has been approved by an authorized Fleet Card Program Administrator. Regular delivery will ensure delivery within 5 – 7 days.

A Fleet Card may be assigned to a vehicle, which is used by one or more drivers. If the Fleet Card is assigned to a vehicle:

- The vehicle ID can be embossed on the Fleet Card.
- The PIN number can either be the driver ID or a unique number for that Fleet Card.
- Any driver can fuel the vehicle.
- All vehicle Fleet Cards can be established in the database for reporting purposes.

If the PIN is a driver ID, it is checked against a list of valid driver IDs. If the PIN is a unique number for that Fleet Card, it is checked against the specific information set-up for that Fleet Card. PIN numbers and IDs must be numeric characters (no alpha) and either 4, 5, or 6 digits in length.

Mail Lists

The Contractor shall not sell or share mail lists containing the names, etc. of employees or agencies that have requested Fleet Cards.

Processing time requirements for cardholder applications

Contractor shall provide the State with Fleet Card application methods, including an electronic option and a traditional hardcopy application. Contractor shall accept file feeds from the State to accommodate mass applications. The State shall provide a cardholder name, address, phone number, department and cost center to the Contractor.

Fuel Tax Exemptions

The State will receive applicable Federal Fuel Tax exemptions through Contractor billing. Contractor, as a registered ultimate vendor, will calculate and file for reimbursement directly from the IRS for all applicable federal fuel tax exemptions.

Contractor will exempt Federal Excise taxes for the State on all sales of gasoline, diesel, E85, kerosene, and aviation gas. Contractor will handle all applicable Federal Excise taxes through an exemption process that strips all taxes at the time of transaction posting. The process will flow as follows:

- 1) State buys fuel from retail merchant.
- 2) Merchant transmits transaction data to Contractor, Contractor settles with merchant.
- 3) Contractor "buys" receivables from merchant at face value (including taxes).
- 4) Contractor runs transactions through tax exemption handling routine, stripping all applicable Federal Excise taxes.
- 5) Contractor bills the State account cost of fuel, minus Federal Fuel tax, if applicable.
- 6) Contractor applies for Federal excise tax refund.

Online Management/Maintenance

Contractor's online fuel program will allow Fleet Card Program Administrators to view, add, cancel and replace cards and PINs 24/7. Fleet Card Program Administrator will have the ability within Fleet Commander On-line to set limits within the online fuel program. Contractor's online fuel program will also allow Fleet Card Program Administrators to view, add, cancel and replace Fleet Cards and PINs 24 hours a day, 7 days a week.

Payments

The State shall be responsible for payment through the Department that is issued a Fleet Card. Payments shall be processed by electric fund transfer (EFT) through an automated clearing house (ACH).

Pricing

Contractor reserves the right to renegotiate pricing in subsequent years of the Fleet Card Agreement if the State's estimated billing volume is substantially inaccurate.

Reporting

Contractor shall provide the State with the reports and daily transactions data or provide them with equivalent information by such method as the parties may otherwise agree. Contractor shall also provide each State with a monthly Statement detailing the card activity pertinent to such agency.

Software

Fleet Card Program software for access by the State will be provided at no charge. With the Contractor's online fuel program the State shall be given the ability to customize the control and features needed to manage fuel usage effectively. Fuel Card Program Administrators shall be able to evaluate expenses and make informed decisions with a click of the mouse. The Contractor's online fuel program will allow the State to customize its account to individual specifications. The State can designate a user to be set up with view and edit rights over the entire account (global level) or with a view and edit rights over a specific division (local level).

The Contractor's Online Fuel Program will be broken down in the following areas of functionality:

- Account Maintenance – Allows for Fleet Card cancellation/replacement/issuance and maintenance of vehicles and drivers.
- Reporting – Allows creating of customized Inventory, Transaction, Management, Exception and Billing reports.
- Billing – Allows viewing of statements and ACH online payment making.

Primary Provider of Fleet Card Services

State acknowledges and agrees to use Voyager as the State's primary card provider for services pertaining to the Fleet Card program.

Tax Exempt Card Encoding

Contractor invoices shall be tax-exempt for purchases made on the Fleet Card less any applicable fuel/sale exemptions, allowed by law, to which they are entitled, and which the merchants are capable of processing.

Training

Contractor shall provide a comprehensive training class that will be presented to the State and Addendum Agencies in about three hours. This training class will be available no later than one month after the Contract start date. The full training class will include:

Contractor's Online Fuel Program Account Maintenance Training:

- User ID/password creation and site overview
- Fleet Card Maintenance
- Vehicle Maintenance
- Drive Maintenance
- Exception & Custom Data Parameters

Contractor's Online Fuel Program Reporting Tools:

- Inventory Reports
- Transaction Reports
- Management Reports
- Exception Reports
- Billing Reports
- Report Saving & Scheduling
- Open Forum

Transition Plan

In the event the Contract is ending and a new vendor has been selected to be in place for the next contract term, Contractor shall provide the State with a transition plan. Transition Plan shall include a written plan for the transition from the current Fleet Card Program with all electronic data necessary to implement a new program with minimal disruption.

EXHIBIT B

REBATE ADDENDUM

PRICE SCHEDULE RFP-16 Rev 05/07 Prev. Rev. 03/07 Aimee Cunningham Contract Specialist	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B			RFP NO.: 07PSX0269
(860) 713-5250 Telephone Number	PRICE SCHEDULE for RFP # 07PSX0269	DELIVERY: As requested		
	Page 1 OF 4	TERMS:		
The fees for Set up, Fleet Card Fees, and Additional Reporting fees are as follows:				
SET UP FEES				
ACCOUNT SET UP (ONE TIME FEE)				\$0.00
FLEET CARD FEES				
NUMBER OF CARDS (MONTHLY)				
	7 - 25			\$0.00
	26 - 100			\$0.00
	101 - 200			\$0.00
Additional Reporting Fees				
	Invoice (includes statement, payments and adjustments and taxes)			\$0.00
	Invoice Report			\$0.00
	Driver Report			\$0.00
	Vehicle Report			\$0.00
	Exception Report			\$0.00
	Service Station Activity Report			\$0.00
	Product Purchase Summary			\$0.00
	Expense Summary by Business Unit			\$0.00

All capitalized terms used in this Rebate Addendum are defined herein and shall have the following meaning:

1. **“Account”** means any account number to which charges and payments may be posted.
2. **“Average Transaction Size”** means the total Net Annual Charge Volume divided by total number of transactions during that Addendum Year.
3. **“Charge-off”** means any amount due and owing to Contractor or its affiliates by the State that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
4. **“File Turn Days”** means the number of days from the date Contractor posts a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
5. **“File Turn Days Payment Performance”** is the average speed of repayment of charges made for each Addendum Year.
6. **“Fraudulent Charges”** means those Charges which are not initiated, authorized or otherwise requested by the State, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit the State, its Affiliates, and/or a Cardholder.
7. **“Net Annual Charge Volume”** means all charges set forth on the monthly billing statements furnished to the State, less fees, fraudulent charges, Finance Charges and amounts charged-off by Contractor with respect to such accounts as uncollectible for each twelve (12) month period beginning with the first such period following the Effective Date of this Rebate Addendum.
8. **“Performance Rebate”** means that portion of the State’s aggregate Net Annual Charge Volume that is paid by Contractor to the State through a rebate based on the File Turn Days Payment Performance for all Accounts for each Rebate Addendum Year.
9. **“Volume Rebate”** means that portion of the State’s aggregate Net Annual Charge Volume that is paid by Contractor to the State based on the Net Annual Charge Volume and the Average Transaction Size.
10. **“Rebate Addendum Year”** means each twelve (12) month period beginning with the first such period following the Effective Date of this Rebate Addendum.
11. **“Revenue Share”** means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.

1. Contractor shall extend to the State the following revenue sharing opportunities:

a) Contractor will pay the State a portion of its aggregate Net Annual Charge Volume through a rebate (“Performance Rebate”). The Performance Rebate will be based on the File Turn Days Payment Performance for all Account for each Rebate Addendum Year. The Performance Rebate calculation will be made in accordance with Table A below:

Table A					
File Turn Days	Rebate	File Turn Days	Rebate	File Turn Days	Rebate
0	0.4500%	16	0.2900%	32	0.1300%
1	0.4400%	17	0.2800%	33	0.1200%
2	0.4300%	18	0.2700%	34	0.1100%
3	0.4200%	19	0.2600%	35	0.1000%
4	0.4100%	20	0.2500%	36	0.0900%
5	0.4000%	21	0.2400%	37	0.0800%
6	0.3900%	22	0.2300%	38	0.0700%
7	0.3800%	23	0.2200%	39	0.0600%
8	0.3700%	24	0.2100%	40	0.0500%
9	0.3600%	25	0.2000%	41	0.0400%
10	0.3500%	26	0.1900%	42	0.0300%
11	0.3400%	27	0.1800%	43	0.0200%
12	0.3300%	28	0.1700%	44	0.0100%
13	0.3200%	29	0.1600%	45	0.0000%
14	0.3100%	30	0.1500%		
15	0.3000%	31	0.1400%		

b) Contractor will pay the State a portion of its aggregate Net Annual Charge Volume through a rebate (“Volume Rebate”). The Volume Rebate will be based on the Net Annual Charge Volume and the Average Transaction Size. The Volume Rebate calculation will be made in accordance with Schedule A, attached hereto and made a part hereof.

c) No rebate calculation shall be made unless (1) the File Turn Days Payment Performance for all Account Statements is equal to or less than forty-five (45) File Turn Days; and (2) the Net Annual Charge Volume is equal to or greater than one million U.S. Dollars (\$1,000,000.00); and (3) the Average Transaction Size is equal to or greater than twenty U.S. Dollars (\$20.00). Any Revenue Share payment made pursuant to this Rebate Addendum will be net of accumulated Charge-offs resulting from participation in Contractor programs regardless of whether the underlying agreement between the parties is valid or has been terminated. The first Revenue Share payment, if any, shall be made within ninety (90) days after the end of the Rebate Addendum Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.

d) Contractor will calculate the Net Annual Charge Volume and the Average Transaction Size for the Rebate Addendum Year to find the Rebate Percentage on Schedule A for the Volume Rebate. Contractor will calculate the File Turn Days Payment Performance for the same Rebate Addendum Year to find the Rebate Percentage on Table A for the Performance Rebate. Annually, Contractor will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Rebate Addendum Year. The result will be the gross Revenue Share. Contractor will subtract any Charge-offs that have not been subtracted at any time during any of the past Rebate Addendum Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Rebate Addendum Year will be subtracted from one (1) or more of the following Rebate Addendum Years. Upon termination of the Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, Contractor may request, and the State agrees to reimburse Contractor up to the dollar amount previously paid by Contractor to the State.

2. Contractor predicates the pricing contained herein on the Contractor business model used to establish discount rates. Should a material change in the Contractor business model occur either in the 1) discount rates (from those rates in effect as of the Effective Date of this Volume Rebate Addendum) or 2) determination of such discount rates, Contractor shall have the right to negotiate a new offering with The State.

3. This Volume Rebate Addendum shall terminate upon termination of the Contract and all rights hereunder shall cease.

4. Except to the extent that the Contract is expressly or implicitly modified by this Volume Rebate Addendum, all terms and conditions of the Contract remain in full force and effect.

Schedule A

Average Transaction Size						
Net Annual Charge Volume	\$20.00 to \$34.99	\$35.00 to \$39.99	\$40.00 to \$44.99	\$45.00 to \$49.99	\$50.00 to \$54.99	\$55.00 and above
\$ 1,000,000.00	0.170%	0.370%	0.490%	0.580%	0.650%	0.700%
\$ 3,000,000.00	0.240%	0.440%	0.560%	0.650%	0.720%	0.770%
\$ 5,000,000.00	0.290%	0.490%	0.610%	0.700%	0.770%	0.820%
\$ 8,000,000.00	0.350%	0.550%	0.670%	0.760%	0.830%	0.880%
\$ 11,000,000.00	0.400%	0.600%	0.720%	0.810%	0.880%	0.930%

EXHIBIT C
FLEET CARD PROGRAM

SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

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

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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 or a loan to an individual for other than commercial purposes.

"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)

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serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

Aimee Gagnon
Contract Specialist

(860) 713-5250
Telephone Number

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659
(OLD CONTRACT NUMBER: RFP012-A-09-0257-C AND 02PSX0123)

CONTRACT AWARD NO.:
07PSX0269

Contract Award Date:

31 July 2008

RFP Due Date:

4 December 2007

CONTRACT AWARD

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

DESCRIPTION: **Purchasing Card Services**

FOR: The Department of Administrative Services and the Office of the State Comptroller.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
August 1, 2008 - July 30, 2013

AGENCY REQUISITION NUMBER:

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
			\$18,000,000

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://www.das.state.ct.us/busopp.asp>)

Company Name: JPMorgan Chase Bank, N.A.

Company Address: 270 Park Avenue New York, NY 10017-2070

Tel. No.: 212-552-6072

Fax No.:

Contract Value: \$18,000,000

Contact Person: John T. McAuley

Delivery: As required

Contact Person Address: One Chase Manhattan Plaza, 21st Floor New York, NY 10005

Company E-mail Address and/or Company Web Site John.T.McAuley@chase.com

Remittance Address: One Chase Manhattan Plaza New York, NY 10005

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

Terms: within 25 days
of the 10th of the
month.

Agrees to Supply Political SubDivisions: Yes

APPROVED _____

Martin W. Anderson, Ph.D.

Deputy Commissioner

(Original Signature on Document in Procurement Files)

CONTRACT
07PSX0269

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

JP Morgan Chase Bank, N.A.

FOR THE
PURCHASING CARD PROGRAM

July 10, 2008

This Contract (the “Contract”) is made as of the, by and between, JP Morgan Chase Bank, N.A. (the “Contractor,”) with a principal place of business at 270 Park Avenue, New York, NY 10017-2070, acting by John T. McAuley, its Vice President, the State of Connecticut (the “State”) acting by and through it’s Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106, acting by Martin Anderson its Deputy Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes and it’s Office of the State Comptroller (“OSC”), with a principal place of business at 55 Elm Street, Hartford, CT 06106, acting by it’s Comptroller, Nancy Wyman, in accordance with Section 3-112 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) Addendum Agency: State of Connecticut departments (outside of the executive branch) and political subdivisions of the State, (Towns and Municipalities), Schools, and Not-For-Profit organizations.
 - (b) Business Day: All calendar days when the Contractor and the State are open for business.
 - (c) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (d) 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.
 - (e) DAS: Department of Administrative Services.
 - (f) 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.
 - (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) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (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) OSC: State of Connecticut's Office of the State Comptroller
 - (m) Proposal: A Proposer's submittal in response to a Request for Proposals.
 - (n) 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.
 - (o) 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.
 - (p) 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.
 - (q) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (r) State: The State of Connecticut, including DAS, OSC, and any office, department, board, council, commission, institution or other agency of the State.
 - (s) Termination: An end to the Contract affected pursuant to a right which the Contract creates, other than for a breach.
 - (t) 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 August 1, 2008 through June 30, 2013.
- The parties may extend this Contract, prior to Termination, Expiration or Cancellation, 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.
- The State reserves the right to extend this contract for a period up to the full original contract term, or parts thereof.
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 State or Addendum 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 State or the Addendum 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) **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 the State 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. The State 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 State or Addendum 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 State or Addendum 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 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. 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, Cancellation Expiration and Open Market Purchases, the Contract shall bind the State or Addendum Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
6. Contract Amendments. No amendment to or modification or other alteration of the Contract, including extensions, 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.
7. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the State. The State may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by the State for a breach is without prejudice to the State's rights or possible Claims.

8. Termination, Cancellation and Expiration.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency 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 Performance under the Contract prior to such date. The Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
- (b) Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract
- (c) The State shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, 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 State or Addendum Agency all Records. The Records are deemed to be the property of the State or Addendum Agency and the Contractor shall deliver them to the State or Addendum Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State 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 or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the State directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, 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) In the case of any Termination or Cancellation, the State or Addendum Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the State or Addendum Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State and/or Addendum Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State and/or Addendum Agency, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State and/or Addendum Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as State may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the State may Cancel 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, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.

9. 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 Cancellation 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 Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Contractor has not performed according to the Contract, the State and/or Addendum Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

10. 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.

11. 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 Proposal or any Records, any

intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or un-patented inventions, articles or appliances furnished or used in the Performance of the Contract. Notwithstanding the foregoing, the Contractor's maximum liability for indirect damages shall not exceed \$85,000 during the term of the Contract.

- (b) 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.
- (c) 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.
- (d) 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 certificate of insurance to the State and the Addendum Agency, except that the Contractor shall not provide a copy to the State if the Addendum Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the certificate of insurance to the Addendum Agency.
- (e) 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.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

12. Forum and Choice of Law. The Contract shall be deemed 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.

13. 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 State and/or Addendum 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.

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

15. Setoff. In addition to all other remedies that the State may have, 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.

16. 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.

17. 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 the State's prior written approval.

18. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The State may Cancel the Contract if the Contractor fails to comply with the Act.

19. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to the State 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 of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 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, to the best of their knowledge and belief, 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) to the best of their knowledge and belief, they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- (g) to the best of their knowledge and belief, they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) to the best of their knowledge and belief, 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 the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, 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 Codes of Ethics;

- (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) to the best of their knowledge and belief, they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
 - (o) to the best of their knowledge and belief, they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
 - (p) to the best of their knowledge and belief, they owe no unemployment compensation contributions;
 - (q) to the best of their knowledge and belief, 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;
 - (r) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder 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 the State, 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;
 - (s) except to the extent modified or abrogated in the Contract, all Title shall pass to the State and/or Addendum Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the State and/or Addendum Agency;
20. 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.
21. 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.
22. 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.
23. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor

John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are 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 State and/or Addendum Agency shall provide a copy of these orders to the Contractor.

24. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (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, mental retardation 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. 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, mental retardation, 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;
 - (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (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 section 46a-56.
- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section A above 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 section 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (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 of 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 section 46a-56;
 - (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 section 46a-56.

- (h) The contractor shall include the provisions of section G above 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 section 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.
25. **Whistleblowing.** This Agreement is subject to the provisions of §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 Agreement. 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.
26. **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:

Aimee Gagnon, Contract Specialist
State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659

If to the Contractor:

John T. McAuley, Vice President/Senior Banker
JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza, 21st Floor
New York, NY 10005

If to OSC:

Brenda Halpin
Division Director
Office of the State Comptroller
55 Elm Street
Hartford, CT 06106

27. 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:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) 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.
- (d) Professional Liability with a limit of \$1,000,000 per occurrence. The Contractor has the right to self-insure.

28. 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.

29. 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.

30. 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."

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

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

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the State in accordance with the terms of the State's written request. The State 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.

- 32. **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.
- 33. **Audit and Inspection of Records.** The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Client Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Client Agency's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. 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.
- 34. **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 Public Safety 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.
- 35. **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.
- 36. **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.

37. 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.

38. 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.

39. 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, The State will endeavor to keep said information confidential to the extent permitted by law. The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other requirements of law.

40. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

41. Cross-Default.

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

42. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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.

43. 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.

44. 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.

45. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement 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 Agreement.

46. Notice to Executive Branch State Contrators and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1

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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

47. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall encrypt any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA) as it may be amended from time to time. This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time.
- (b) In the event of a breach of security or loss of State data, the Contractor or Contractor Parties shall notify the client agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or suspicion of such breach or loss that such data has been compromised through breach or loss.

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.

JPMorgan Chase Bank, N.A.

STATE OF CONNECTICUT, Department
of Administrative Services

By:

By:

John T. McAuley

Martin W. Anderson, Ph.D.

Title: Vice President and Senior Banker

Title: Deputy Commissioner

Date: _____

Date: _____

STATE OF CONNECTICUT, Comptrollers
Office

By:

Nancy Wyman

Title: Comptroller

Date: _____

Product and/or Service Specifications (Contract Exhibit A)

DEFINITIONS:

Access Code means the user identification code and password assigned to individuals authorized by the State, for use in connection with the Program or the System

Account means the Visa or MasterCard account number assigned to a cardholder and/or the State, the related account, and any Card bearing such account numbers.

Account Credit Limit means the upper limit established for an extension of credit that the Contractor may authorize with respect to an Account

Agency P-Card Coordinator means the State representative designated to oversee any and all P-Card activity for the Agency assigned.

Agreement means the Commercial Card Agreement section of this Contract Exhibit A

Association means either MasterCard or Visa

Authorized User means individuals authorized by the State to access and use the Program and System

Card means a Visa or MasterCard card that is issued by the Contractor with respect to an Account

Card Request means a written or electronic transmittal from the State, requesting the Contractor to issue a Card(s) or establish an Account(s)

Cardholder means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the State or named Cardholder to use a Card or Account

Cardholder Agreement means an agreement between the Contractor and a Cardholder, governing the use of an Account

Convenience Checks means a check written against the account

Client Account means the addendum agency accounts of the State into which the outstanding balances of all Accounts are aggregated and for which State is liable

Client Vendor means a travel agent, travel agency or any other vendor of State authorized by State to charge Transaction to an Account

Corporate Liability means the State is liable for all Transactions on an account and such liability shall be as agreed to by the parties and reflected on the Contractor's record subject to this Agreement

Credit Limit Means the upper limit established for an extension of credit that the Contractor may authorize in connection with this Program under this Agreement

Credit Losses means all amounts, including any related collection costs, due to the Contractor in connection with any Account that the Contractor has written off as uncollectible, excluding Fraud Losses

Cycle means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Contractor may specify

Emergency Card Program means a purchasing card to be used only for emergency purchases in the event of a State of Emergency declared by the Governor of the State of Connecticut.

Fraud Losses means all amounts due to the Contractor in connection with any Account that the Contractor has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised

Implementation Project Manager: Contractor's representative who works with the Relationship Manager to coordinate the migration of the State's program to PaymentNet.

International Transaction means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America

Joint and Several Liability means the State and Cardholder are jointly and severally liable for all Transactions on an Account and such liability shall be as agreed by the parties and reflected on the Contractor's records, subject to the Cardholder Agreement and this Agreement

MCC means Merchant Category Code as designated by Visa or MasterCard

Losses means all Credit Losses and Fraud Losses

Marks means the name, trade name, and all registered or unregistered services marks of the State, the Association and the Contractor

MasterCard means MasterCard International, Inc.

Payment Date means the date specified as the payment due date for the commercial account to be paid by the State.

P-Card means Purchasing Card

Program means the commercial card system comprised of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement

Program Coordinator: means the Contractor's representative who will address the day to day issues for the State including but not limited to; inquiries, change and operations requests and technical issues.

P-Card Program Administrator means the State's representative(s) authorized to perform various administrative and security functions in connection with the program and system

Relationship Manager means the Contractor's representative who oversees the overall relationship between the Contractor and the State. Will assist with the State's program design, growth strategies, contract and rebate discussions, program enhancements and customer satisfaction.

Statement means the periodic statement prepared by the Contractor for the State to remit payment.

Statement billing date means the last day of the monthly billing cycle.

State Vendor means a vendor who is on an active contract with the State of Connecticut.

System means the conduit through which the State can access account and transaction data and reports

Transaction means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an account

Vendor means a company that supplies goods or services.

VISA means Visa U.S.A., Inc.

Scope of Services

Contractor shall administer a purchasing card program for the State of Connecticut. The Purchasing Card Program will allow State employee cardholders to make purchases for commodities and services.

Addendum Agencies

In addition to State of Connecticut Executive Branch Agencies, Addendum Agencies may use this contract as written. Addendum Agencies shall be responsible for their own accounts, including, but not limited to, payments, and shall maintain their own separate account number and separate payment due date.

When an Addendum Agency utilizes this contract, all references to the State are hereby replaced with the name of the Addendum Agency.

Administration

The Contractor shall provide the State with a dedicated relationship manager who is an expert in the commercial card industry and shall assist the State through the migration phase of the P-Card program. Once the program is running smoothly, the relationship manager shall delegate daily tasks to the Contractor's Program Coordinator.

Contractor will coordinate the migration of the State's program to PaymentNet according to the timeline agreed upon by the Contractor and the State. The Program Coordinator will fill the role of day-to-day issues and will have access to all of the State's program specifics in order to provide fast, efficient service.

The Relationship Manager will maintain regular contact with the P-Card Program Administrator to identify areas for potential program expansion and products that may enhance the P-Card program. The Relationship Manager shall perform formal account reviews on a regular basis and compare the State's program's performance with industry benchmarks and standards. During program review, the Relationship Manager will:

- Revisit program goals set during implementation
- Discuss PaymentNet usage
- Assess leveraging of Contractor resource and tools (e.g., training & technology)
- Compare current payment options, spend limits, and service to industry best practices
- Provide a rebate assessment to date
- Evaluate industry benchmarking and best practice studies
- Establish goals and objectives for the next review period

On-Line Management/Maintenance – Administrator access

The P-Card Program Administrator will have access to live data and have the ability to make account changes to the data directly online through PaymentNet. The P-Card Program Administrator will have the ability to customize the limits and controls on each account in real time and to perform employee maintenance tasks in real-time

Contractor shall allow the P-Card Program Administrator to increase transaction credit limits, daily transaction limits, or monthly credit limits. The P-Card Program Administrator may also monitor authorizations and declines, and manage users as they exit the organization as well as run an account audit to help track all changes made to any account.

The PaymentNet system shall provide to the State the following functions in real time:

- Account closures/suspension
- New card requests
- Monthly credit limit changes
- Current balance verification
- Transaction limit changes
- MCC group changes
- Card replacement
- Name and address change

Processing and Storing Order Information

Contractor shall provide Payment Net reporting system to include a web portal that will allow the State's system to request and receive ExacTrac accounts for each approved purchase document, such as purchase order or invoice.

When the State sends the Contractor its purchase data, the State will receive an account for settlement. PaymentNet will match all transaction made with that account number to the State's corresponding order/invoice data using the ExacTrac account. Data will then be exported from PaymentNet into the State's general ledger and account payable systems for final reconciliation. The data transmitted will include, but not be limited to:

- Summary data elements: Purchase order or invoice number, order amount, amount tolerance, requestor name, merchant information, and "ship to" information.
- Detail data elements: Purchase order line ID, description, quantity, item amount, and accounting distribution information.

Once Contractor has received an order/invoice request from the State, Contractor will log the order/invoice information, assign a unique ExacTrac account number to the order, and electronically send that account number back to the State.

AP Trac Solution

Contractor shall offer to the State, the AP Trac process as a solution for advanced payment management. With AP Trac, the State will settle approved invoices over a secure commercial card network without Contractor involvement.

Billing

Contractor shall provide central bill/central payment for the purchasing card with 28 billing cycles. Billing Statements can be sent on paper, or PaymentNet, to access Statements electronically. The Statements are available the day after cycle close. Paper billing Statements shall be mailed to the Agency Coordinator and/or individual cardholders of that agency as is requested by the P-Card Program Administrator or the Agency P-Card Coordinator.

Transactions shall be loaded into PaymentNet on a daily basis. PaymentNet shall interface with the State's existing accounting software, enabling the State to export transaction data from PaymentNet to allocate charges to the General Ledger.

Contractor has standard mapper export files and other file formats are available including flat, IDOC (SAP), and X12 EDI files. Contractor may create customized formats to meet the State's needs.

COMMERCIAL CARD AGREEMENT

1) Commercial Card Obligations of the Contractor

Contractor shall establish accounts, and where applicable issue cards with such capabilities as may be elected by the State and agreed to by the Contractor. Any cards and any cardholder Statements will be delivered to a U.S. address of the State or Cardholder unless otherwise agreed upon by both Contractor and State. The accounts are non-transferable and non-assignable. The cards shall remain the property of the Contractor.

The Contractor may investigate the identity of any proposed or existing cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary, obtain such information from third parties. Cardholders will not be required to provide social security numbers.

Contractor shall make available to the State any corporate liability waiver coverage extended by VISA or Mastercard in connection with suspected employee misuse of an account.

2) Commercial Card Obligations of the State

The State shall initially request a minimum of ten (10) accounts in connection with the program by submitting a card request. The State may submit to the Contractor a card request form for additional cards. The card request shall be in a form approved by the Contractor, shall include all information required by the Contractor, and shall be accompanied by such evidence as authority for the card request as the Contractor may require. All card requests shall be delivered to the Contractor in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any card request, the State represents to the Contractor that the information contained therein is consistent with the State's own records concerning the listed cardholder or entity. The State represents that the cards and accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such cards or accounts obtained by the client from the prospective cardholders in accordance with section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The State shall retain such applications (paper or electronic) for any account when such application is not provided to the Contractor, for a period of twenty-five (25) months after the application has been received and acted upon. The State agrees to use reasonable security precautions to safeguard accounts in connection with their storage, use and dissemination of accounts.

- A. The State shall notify each cardholder that the accounts are to be used only for business purposes.
- B. Disclose to each of its cardholders the extent, if any, to which the Contractor will provide transaction and account information to third parties.

- C. Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its cardholders, (ii) not exceed the credit limit or permit cardholders to exceed the account credit limits, and (iii) collect and destroy any cards it no longer requires in connection with this program.
- D. Notify the Contractor of any account for which the State no longer has use.
- E. Notify the Contractor by phone of any account that the State knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.
- F. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an account for which a corporate liability waiver is requested shall become immediately due and payable.
- G. Notify the Contractor of any transaction the State disputes within sixty (60) days of the last day of the cycle during which such transaction is charged to the State. The State will use commercially reasonable efforts to assist the Contractor in attempting to obtain reimbursement from the merchant. The Contractor will use commercially reasonable efforts to assist the State in attempting to obtain reimbursement from the merchant; provided, however, the State understands that no chargebacks will be granted for transactions resulting from account usage where a cardholder's name is not embossed on a card or where there is no card associated with such account. The State or cardholder shall not be relieved of liability of any disputed transaction if the chargeback is rejected. The Contractor shall not be liable for any transaction where notice of the disputed transaction is received from the State more than sixty (60) days after the last day of the cycle during which such transaction is charged to the State. The State shall not make a claim against the Contractor or refuse to pay any amount because the State or the person using the card may have a dispute with any merchant as to the goods or services purchased from such merchant which has honored the card for that purchase.

3) Commercial Card Liabilities of the State

The State agrees to pay and perform when due all of its obligations, including without limitation:

With respect to corporate liability accounts, the State may be liable for all amounts owing and payable under or in connection with each such account and this Agreement. The State will make payment as specified on Exhibit B for all transactions posted to a State account as reflected on a periodic Statement no later than the payment date (the "payment date"). If such payment date is a Saturday, Sunday, or Contractor holiday, the payment will be due on either the previous or the next business day as specified on the periodic Statement. If all or any portion of payment owed by the State is not received by the Contractor by the payment date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit B until payment in full of all such amount.

The State will notify the Contractor by phone of any account that the State knows or suspects has been lost, stolen, misappropriated, improperly used, or compromised. The State may be liable for all transactions made on an account prior to notification of such lost, stolen, misappropriated, improperly used or compromised account. The State may further be liable for transactions after such notification has occurred if such transactions result in a direct or indirect benefit to the State or any cardholder.

If the State allows a State Vendor to charge transaction to an account, the State is solely responsible for instructing such State Vendor in the handling and processing of transactions. State Vendors are for all purposes agents only of the State and not of the Contractor. No fee shall be payable by the Contractor to any State vendor for performing any services.

The Contractor may require the State to deliver to the Contractor authorization information for each State Vendor including, but not limited to (a) the name and address of each authorized individual of the State Vendor, and (b) such other information in such format as the Contractor may in its sole discretion require. The State will immediately notify the Contractor upon revoking a State Vendor's authority. Notwithstanding anything to the contrary in the Agreement, the State may be liable for all amounts payable under or in connection with each such account and this Agreement.

4) Commercial Card Credit

The Contractor, at its sole discretion, may authorize extensions of credit with respect to (i) each account up to the account credit limit, and (ii) all accounts up to the credit limit. The Contractor is entitled but not obligated to decline authorization of any transaction that would result in any credit limit or account credit limit being exceeded. Notwithstanding the foregoing, if the State and/or cardholder exceed the credit limit and/or the account credit limit, the client and/or cardholder will pay all amounts exceeding the credit limit and/or account credit limit as applicable.

The Contractor at any time may cancel or suspend the right of cardholders to use any account or accounts, or decline to establish any account. The Contractor may, at any time, increase or decrease any account credit limit or the credit limit, modify the payment terms, or require the provision of collateral or additional collateral.

The Contractor may from time to time require MCC authorization restrictions in connection with the program.

Notwithstanding the foregoing, the Contractor shall not be obligated to extend credit or provide any account to the State or any cardholder in violation of any limitation or prohibition imposed by applicable law.

5) Commercial Card Fees and Charges

The State agrees to pay the fees and charges as specified by the Contractor, from time to time. The fees initially applicable are specified in Exhibit B attached hereto. Should there be a need to perform services other than those specified in Exhibit B, the State agrees to pay the fees and charges associated with any such service that shall be agreed upon in advance and in writing.

6) Commercial Card Incentives

The Contractor shall pay the State an annual incentive award as specified in Exhibit B. In no event shall the Contractor pay the State an incentive award to the year in which this Agreement is terminated.

7) Commercial Card Miscellaneous

Except as otherwise provided herein, neither party shall use the name or logo of the other party without the others written consent. If the State elects to have its marks embossed on the cards or provide them to the Contractor for other uses, the State hereby grants the Contractor a non-exclusive limited license to apply the marks to the cards solely for use in connection with the program and for no other purpose.

Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Contractor and the State. To the extent either party undertakes or performs any duty for itself or the other party as required by this Agreement, the party shall be construed to be acting as an independent Contractor.

In the regular course of business, the Contractor may monitor, record and retain telephone conversations made or initiated to or by the Contractor, from or to the State or cardholders **as long as it is disclosed to both parties each time this occurs.**

Any taxes (excluding federal and State income taxes on the overall net income of the Contractor) or other similar assessments or charges payable or ruled payable by an governmental authority in respect of the Agreement or the transactions contemplated hereunder shall be paid by the State together with interest and penalties, if any.

International transactions and fees. International transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, the association will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the account was used. The Contractor reserves the right to charge an international transaction fee, as specified in Exhibit B. The international transaction fee will be calculated on the U.S. dollar amount provided to the Contractor by the association. The same process and charges may apply if any international transaction is reversed

Purchasing Card Format

Contractor shall provide a custom card format distinctive to the State of Connecticut with the following minimum elements:

- The name, State of Connecticut
- The tax exempt number
- The Contractor's toll free help line telephone number
- There shall be no references to Automatic Teller Machines (ATM's)

Tax Exempt card encoding

Contractor shall offer the State the option of specifically printing the phrase "TAX EXEMPT" on the State purchasing cards. The PaymentNet system shall capture any tax information passed from a merchant, enabling the State to report on any instances where tax has been paid.

Contractor shall offer three card customization options: a basic card, a logo hot stamp card, and a fully customized card. All three options shall offer the possibility of displaying the State's tax-exempt status.

Controls

The P-Card Program Administrator shall establish limits at any level of hierarchy (including by individual cardholder, department, or for the entire organization). Contractor shall make the following standard controls available for the purchasing card include:

- Transaction limits
- Dollar limits
- MCC limits
- Cash advance limits

Customer Service

Contractor shall provide the State a customer service team that is trained and educated on all aspects of this Agreement, as well as the Pathway Net system and how it is applied to the State's P-Card Program. The customer service team shall be trained in implementing all features offered to the State.

Contractor shall provide a toll-free "help" line(s) and numbers(s) for customer assistance and for reporting and canceling lost or stolen cards. The "help" line(s) shall be available 24 hours per day, seven days per week within North America.

Receipts and/or verification of receipts shall be provided at no additional cost, if/when, the request is to process and/or clarify records.

Customizing Applications

Contractor may request two unique security identifiers for fraud and dispute purposes. Identifiers may include cardholder's date of birth, mother's maiden name, employee ID number, tax ID number, generic code, or password.

Debit Card

The State reserves the right to extend functionality of specific cardholder options to include a Debit Card feature.

Deliverables to the State

Contractor shall provide to the State a complete set of deliverables including:

- Comprehensive quantitative spend analysis
- In-depth qualitative program review
- Industry benchmarking and best practice assessments
- Customized business case with actionable recommendations supporting achievable and realistic program enhancements and growth opportunities
- Formal project plan to track the implemented recommendations
- Ongoing hands-on support by Contractor

Delivery and/or time frame requirement for newly issued cards

Contractor shall send new/replacement cards within three to five business days either to a central location or directly to the individual, as determined by the P-Card Program Administrator. For security purposes, cardholders shall contact Contractor's voice response unit (VRU) to activate a card once it is received.

Processing time requirements for cardholder applications

Contractor shall provide three application methods, including two online options via PaymentNet and a traditional hardcopy application. Contractor shall accept file feeds from the State to accommodate mass applications. The State shall provide a cardholder name, address, phone number, department and cost center, and mother's maiden name (or other security information) on the application.

Dispute Resolution

Contractor shall provide online dispute resolution and tracking through PaymentNet, with the disputed item noted on the following months statement. The amount of the dispute shall be removed from the balance due until resolution.

Disputes shall be initiated within 60 days from the Statement billing date. The Contractor's disputes department shall begin researching the charge within five business days. Upon resolution, outcomes are noted on the following month's Statement, and credits are made accordingly. Cardholders shall be kept informed about dispute progress through written notifications. Dispute resolution generally occurs within an average of 45 to 90 days.

Fraud Investigation Process/Identity Theft

If suspect activity is identified, Contractor shall contact the cardholder to verify transaction validity. Contractor shall monitor high-risk transactions such as cash, foreign usage, electronics, and jewelry. Each time a transaction populates a queue indicating potential fraud, Contractor shall evaluate account history and activity. If fraud is suspected, a representative shall contact the cardholder to verify usage and card presence. The account may be monitored to ensure that no further suspicious charges occur. Fraud detection tools shall be used to help identify potential patterns, protect the State and minimize liability. Contractor shall contact the P-Card Program Administrator directly if they suspect employee misuse.

Grand-fathering

The State and the Contractor mutually agree that Client Accounts currently participating under the State's P-Card Program as evidenced by certain participating P-Card Agreement Addendums previously executed by such Client Accounts will henceforth continue to be valid and effective under the terms and conditions of this Contract.

Identifying State of Connecticut's Supplier Diversity Program businesses

Contractor shall include a mechanism to identify Connecticut small and minority businesses through the PaymentNet system for reporting and query purposes. PaymentNet shall allow the State to manually mark a vendor as a minority or woman owned vendor using custom merchant fields.

PaymentNet shall be fully customizable to allow the P-Card Program Administrator to track all merchants used for purchases of goods or services and exported from PaymentNet to be analyzed or imported into other systems.

Individual Cardholder Liability

The State shall be the responsible parties for all aspects of the P- Card Program. Although the purchasing card is issued in the name of the employee, the employee shall not be liable for the charges (unless the charges are made fraudulently) and no "credit" check of the employee will take place by the Contractor. The program shall not impact the cardholder's personal credit history.

Issuance

The P-Card Program Administrator at the State shall determine, with the assistance of the Agency P-Card Coordinator at each agency, who gets a card. The Contractor shall not provide a Purchasing Card to

anyone that has not been authorized by the P-Card Program Administrator or authorized person of the State.

Liability Protection

Contractor shall provide a liability waiver program to protect the State from employee misuse or payment default. The liability waiver program shall reimburse the State for inappropriate expenditures by employees who misuse the card for non-business charges (fraud).

Mail Lists

The Contractor shall not sell or share mail lists containing the names, etc. of employees or agencies that have requested cards.

Online Training

Contractor shall provide Online learning tools to the State as deemed necessary.

Payments

The State shall be responsible for payment, through the department, agency or political subdivision that is issued a purchasing card.

Payments shall be processed by electric fund transfer (EFT) through an automated clearing house (ACH).

Program Migration from PathwayNet to PaymentNet

Contractor's Relationship Manager shall schedule a discovery meeting with the State to present an overview of preparation, as well as the project plan and timeline to have PaymentNet implemented by June 30, 2009.

Purchasing Card utilization in a State declared emergency

Contractor shall work with the State to continue its Emergency Card Program Plan. In the event that the Governor declares a State of emergency, the P-Card Program Administrator will make a single call to notify the Contractor customer service representatives, who shall be available 24 hours a day, seven days a week, to activate the State of Connecticut's Emergency Card Program Plan, which shall activate the Dormant E-Cards and enable the Open E-Cards to be adjusted to pre-set emergency levels. This a layered approach to provide maximum coverage and flexibility in the event of an emergency.

The first layer of the plan will use existing "open" cards that are being used today as normal purchasing cards. A pre-determined list of Open cardholders will be provided to the Contractor Relationship Manager and Program Coordinator and shall remain on file with the Contractor customer service representatives and shall be updated on a quarterly basis. These accounts shall be adjusted to pre-set emergency levels with a single call from the P-Card Program Administrator to Contractor's customer service representatives.

The second layer of the plan will use "dormant" cards. These cards shall be created with emergency limits and controls and are to be carried by designated individuals. The cards should not be used as regular purchasing cards, they shall remain inactive until an emergency is declared. A pre-determined list of Dormant cardholders will be provided to the Contractor's Relationship Manager and Program Coordinator and shall remain on file with the Contractor customer service representatives and will be updated on a

quarterly basis. These accounts shall be activated with a single call from the P-Card Program Administrator to Contractor's customer service representatives.

Contractor shall create a special "emergency" hierarchy node that will allow the P-Card Program Administrator to isolate any usage of these cards.

Rental Car Insurance

Contractor shall provide auto rental coverage at no cost to the State when a vehicle is rented for 31 consecutive days or less. Should an accident or theft associated with a rental car occur, damages will be paid for up to \$50,000 per incident when certain terms and conditions are met. Claims representatives shall be available on a 24-hour basis. Most private passenger automobiles, minivans, and SUVs are eligible for coverage.

Primary coverage shall be available to the cardholder and those designated in the vehicle rental contract as authorized drivers. Secondary personal effects coverage shall be available to the cardholder, associates, and immediate family, and includes damage or theft of personal items associated with the rental car.

Reporting

Contractor shall provide the State with the reports and daily transactions data (the "Daily Data File") or provide them with equivalent information by such method as the parties may otherwise agree. Contractor shall also provide each participating State agency and Addendum Agency with a monthly Statement detailing the card activity pertinent to such agency.

Software/Internet based information systems

Contractor shall provide the State with password-protected daily access to account and transaction data, reports, and account maintenance functions through use of an access code. Contractor shall assign an initial access code to the P-Card Program Administrator. The P-Card Program Administrator shall create and immediately have access to codes of authorized users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Contractor shall provide from time to time.

The State shall agree to follow the security procedures, terms and conditions that Contractor may communicate from time to time upon notice to the State.

The State shall safeguard all access codes and be responsible for all use of access codes issued by the P-Card Program Administrator. The State agrees that access, transaction, or business conducted using an access code may be presumed by Contractor to have been in the State's name for the State's benefit. Unauthorized use of an access code (except for unauthorized use by a Contractor employee) shall be the responsibility of the State.

Contractor is authorized to rely upon any oral or written instruction that designates an authorized user until the authority of any such authorized user is changed by the State or by oral or written instruction to the Contractor, and the Contractor has reasonable opportunity to act on such instruction. Each authorized user, subject to written limitation received and accepted by Contractor, is authorized on behalf of the State to perform appropriate functions.

In connection with the use of the system, the State may instruct Contractor to furnish specific transaction data to third parties that provide reporting products or services to the State. Contractor shall transmit the transaction data, without representation or warranty to such third parties identified in such instructions.

Specific Project Cards

Contractor shall provide the State the ability to customize cards to be used for specific functions. Customized cards shall provide spend control such as short-term expiration dates and restricted MCC usage. Other controls include:

- Spend Limits
- Credit Limits
- Declining balances

Contractor shall offer the State special-purpose cards, at the discretion of the State, to accommodate requirements including the following:

- Project Cards
- Relocation Cards
- Department Cards
- Meeting Cards
- Pre-funded Cards
- Petty Cash Cards
- Payroll Cards
- Transportation spending account cards
- Custodian Cards

Training

Contractor shall provide the State training on PathwayNet, at no charge for up to five sessions. Training shall be provided to P-Card Program Administrator, specific to the P-Card Program Administrator functionality of Pathway Net. In addition, Contractor will provide training at no charge to Agency P- Card Coordinators, in their capacity, which excludes the administrative functions of Pathway Net. The training sessions shall take place in Connecticut.

Contractor shall assist any State of Connecticut vendor customers that do not currently accept credit cards and would like to become credit card capable.

Training shall be conducted at the State's location. Contractor shall offer the following types of training programs:

- P-Card Program Administrator training
- "Train the trainer" session
- Cardholder training preparation

Transition Plan

In the event the Contract is ending and a new vendor has been selected to be in place for the next contract term, Contractor shall provide the State with a transition plan. Transition Plan shall include a written plan for the transition from the current P-Card Program with all electronic data necessary to implement a new program with minimal disruption.

EXHIBIT B

PRICE SCHEDULE

PRICE SCHEDULE RFP-16 Rev 05/07 Prev. Rev. 03/07 Aimee Gagnon Contract Analyst	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B			RFP NO.: 07PSX0269	
(860)713-5250 Telephone Number	PRICE SCHEDULE for RFP # 07PSX0269		DELIVERY:		
	Page 1 OF 3		TERMS:	CASH DISCOUNT: % Days	
	Statement billing period	Monthly			
	Payment Days from Statement Date	25 Days			
	Type of Liability, billing and pay	Corporate, central, corporate			
	Annual Volume Incentive	30/14 settlement terms	30/25 settlement terms		
	\$20m \$25m \$30m \$35m \$40m \$45m \$50m If the annual volume for a “stand alone” or “addendum” program is less than \$5.0 m, the rebate will be reduced by 0.30% (30.0 basis points) for that “stand alone” or “addendum” program. In individual “stand alone” program must have minimum annual charge	1.14% 1.17% 1.22% 1.22% 1.23% 1.24% 1.25%	0.99% 1.02% 1.07% 1.07% 1.08% 1.09% 1.10%		

	<p>Speed of Pay Incentive Rebate potential can be improved through the following speed of pay rebate enhancement: 0.01% (1.0 basis points) speed-of-pay rebate enhancement for each day of improved payment days from statement date (also known as client held days)</p>			
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- JPMorgan Chase may adjust pricing if the annual spend per card deviates more than 20 percent. The purchasing card program assumes spend per card of \$12,000.
- The purchasing program will be on a MasterCard platform.
- Charge volume is total U.S. dollar charges made on a JPMorgan Chase Commercial Card, net of returns, and excluding cash advances, convenience check, fraudulent charges, all amounts written off as uncollectible, and any amounts that do not qualify for interchange under applicable Association rules. Fraud losses will also be deducted from all rebates.
- To qualify for rebates, the State must meet settlement terms, be current at the time of rebate calculation/payment and must have a satisfactory JPMorgan Chase credit risk rating and not be in default under the contract. Rebates will be calculated in arrears and paid in the first quarter for the previous calendar year, and will be paid by Automated Clearing House (“ACH”) credit to an account designated by the State.
- In the event the association lowers their interchange rates, JPMorgan Chase reserves the right to adjust the rebates accordingly.

PROGRAM FEES	
Annual Card Fee	\$0.00
Special purpose (b2b) card fee (I.E., declining balance, relocation card, meeting card, project card, department card)	\$0.00
Cash advance fee	2.0% (\$3.00 minimum)
Convenience check fee	\$1 per posted check + 0.5% of check value
Rejected convenience check	\$0.00
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00
Card reinstatement	\$0.00
Emergency (rush)card replacement	\$0.00
Return check (payment)	\$15 per return
ACH return	\$0.00
Document retrieval	Dispute related \$0.00 Non-dispute related: \$8 per document waived
Duplicate Statement	\$5 - \$8 per statement waived
Currency conversion fee	1% surcharge (association pass through)

Dormant credit balance fee	\$0.00
Over limit fee	\$0.00
Miscellaneous fees	None
PAST DUE FEES	
Late fee	None
Finance charge	The lowest rate possible current rate <i>or</i> CGS Sec. 4a-71, whichever is lower. Applies only to past due accounts. waived
Delinquency fee	None
CARD DESIGN	
Basic plastic	\$0.00
Client logo plastic	\$0.00
Customized plastic	At cost (pass through), based on complexity of design subject to a 1,000 card minimum
TRAINING AND CONSULTING	
Training at JPMorgan Chase's site	\$0.00; client T & E not included
Training at State site(s)	\$0.00 for administrator trainings on Pathnet (“train the trainer”) up to FIVE trainings . Additional sessions @ \$950/day
TECHNOLOGY SERVICES	
Paper statements	\$0.00
Electronic payment fee	\$0.00
Customer reporting/mapper, programming/post-loader	\$250 per hour (\$1,000 minimum) **one mapper waived SDOL customer mapper: priced by MasterCard; will be a “pass-through charge
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily - \$500.00/month Weekly - \$250.00/month Bi-weekly - \$125.00/month Monthly - \$75.00/month waived
PaymentNet set up fee	waived
Smart Data OnLine (SDOL) set up fee	\$0.00
SDOL monthly maintenance fee	\$50 per program per month waived
SDOL real time	\$0.00

EXHIBIT C
SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

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 or a loan to an individual for other than commercial purposes.

"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.