

PERSONAL SERVICES AGREEMENT

for purchase of services from vendor company or non-employee individual

STATE OF CONNECTICUT
 BOARD OF TRUSTEES OF
 COMMUNITY-TECHNICAL COLLEGES
 61 Woodland Street, Hartford, CT 06105
 ACCOUNTS PAYABLE

1. PREPARE TWO COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND IN THE BODY OF THE CONTRACT WHICH CONTINUES ON PAGE 2.

		X ORIGINAL		AMENDMENT		IDENTIFICATION NO. 11047705	
CONTRACTOR	CONTRACTOR NAME The Research Associates, Inc.					ARE YOU PRESENTLY A STATE EMPLOYEE? YES x NO	
	CONTRACTOR ADDRESS 248 West 35th Street, 15th Floor, New York, NY 10001					CONTRACTOR FEIN / SSN - SUFFIX	
STATE CONTRACTING AGENCY	AGENCY NAME AND ADDRESS - Board of Trustees of Community-Technical Colleges on behalf of Housatonic Community College, 900 Lafayette Blvd., Bridgeport, CT 06604					AGENCY NO. CCC78900 / CCC7705	
CONTRACT PERIOD	DATE (FROM) 2/25/08	THROUGH (TO) 6/25/08	INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD		NO. _____ x NEITHER		
CANCELLATION CLAUSE AND DELIVERY OF NOTICE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY EITHER PARTY, BY GIVING THE NUMBER OF DAYS' WRITTEN NOTICE INDICATED AT RIGHT, DELIVERED PERSONALLY OR BY CERTIFIED OR REGISTERED MAIL, TO THE FOLLOWING ADDRESSES: STATE: Housatonic Community College 900 Lafayette Blvd., Bridgeport, CT 06604 Attention: Ralph Tyler CONTRACTOR: The Research Associates, Inc. 248 West 35th Street, 15th Floor, New York, NY 10010 Attention: Mr. Sung Won Lee					REQUIRED NO. OF DAYS WRITTEN NOTICE 30	
COMPLETE DESCRIPTION OF SERVICE	CONTRACTOR AGREES TO: Provide the services as outlined in Section 1, Description of Services, which continues on page 2 of this contract, in accordance with all terms and conditions of the contract outlined in Section 3, Other Terms and Conditions.						
COST AND SCHEDULE OF PAYMENTS	PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. State Contracting Agency agrees to make payment in the amount(s) and in accordance with the schedule contained in Section 2, Cost and Schedule of Payments, beginning on page 2 of this contract. Total contract is not to exceed \$40,000.00.						
CONTACT NAMES AND TELEPHONE	CONTRACTOR SHOULD ADDRESS ALL CONTRACT AND PAYMENT QUESTIONS TO THE AGENCY BUSINESS OFFICE AT: Housatonic Community College, 900 Lafayette Blvd., Bridgeport, CT 06604 - Ralph Tyler - 203-332-5015 CONTRACTOR SHOULD ADDRESS ALL QUESTIONS REGARDING THE SCOPE OR PERFORMANCE OF SERVICES TO THE RESPONSIBLE DEPARTMENT AT: Housatonic Community College, 900 Lafayette Blvd., Bridgeport, CT 06604 - Robert Thornton - 203-332-5085 AGENCY SHOULD ADDRESS ALL CONTRACT AND PAYMENT QUESTIONS TO THE CONTRACTOR AT: The Research Associates, Inc. 248 W. 35th Street, New York, NY 10001 - Sung Won Lee 212-868-5178 AGENCY SHOULD ADDRESS ALL QUESTIONS REGARDING THE SCOPE OR PERFORMANCE OF SERVICES TO THE RESPONSIBLE DEPARTMENT AT: The Research Associates, Inc. 248 W. 35th Street, New York, NY 10001 - Sung Won Lee 212-868-5178						

FOR INTERNAL USE ONLY

EXPENSE CODING	FISCAL YR(s)	AMOUNT	NOTES
Banner Fund Code: EA2000	08/09	40,000.00	
Banner Org Code: E725A			
Banner Account Code: 7204			
Banner Program Code: 46			

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		⁽³⁴⁾ STATUTORY AUTHORITY C.G.S. 4a-52a, 10a-151b	
CONTRACTOR SIGNATURE (OWNER OR AUTHORIZED INDIVIDUAL - Attach signature authority resolution) ALSO TYPE OR PRINT FULL NAME Sung Won Lee		TYPE OR PRINT FULL TITLE CEO & Managing Partner	DATE SIGNED
AGENCY SIGNATURE (AUTHORIZED OFFICIAL per Board of Trustees policy) ALSO TYPE OR PRINT FULL NAME Paul S. McNamara, Ph.D.		TYPE OR PRINT FULL TITLE Dean of Administration	DATE SIGNED
ATTORNEY GENERAL (APPROVED AS TO FORM) - Contracts over \$3,000			DATE SIGNED

DISTRIBUTION: ORIGINAL-CONTRACTOR COPY-AGENCY

SECTION 1 - DESCRIPTION OF SERVICES

The Research Associates (TRA) shall work with Housatonic Community College (HCC) to define the corporate identity, branding, and implementation plan for HCC, positioning HCC as the resource for affordable, quality education in the state of Connecticut and beyond. The period of performance is tentatively scheduled to begin on or about February 25, 2008 and to end June 25, 2008.

1. TRA shall create and implement an integrated branding plan for HCC. The plan will include the development, administration of and evaluation of a market research survey which will provide data regarding HCC's target audiences; and a media plan which, when implemented, will allow HCC to effectively reach college-bound individuals who are likely to be interested in attending HCC. The plan should attract qualified applicants to HCC while raising awareness of the College and improving the school's image/reputation across many audiences.
2. TRA shall develop a brand identity. TRA will work very closely with HCC's communications and marketing department and members of the "branding committee" throughout the entire campaign and subsequently develop a campaign message/branding for an education-related advertising campaign to include:
 - a. the development of a brand identity that will be carried over to publications, logo, and web site;
 - b. strategies for recruiting students, both full- and part-time;
 - c. an overall marketing plan and strategy that, when implemented, will effectively reach HCC's constituents and will enhance the College's reputation while identifying target audience(s).
3. This messaging will be immediately used by TRA, and subsequently by HCC, to develop greater public understanding of the College's contributions to the education, economy, health, and quality of life of Connecticut and the broader world, and to strengthen public recognition of HCC's mission as a public institution founded to serve the needs of the public and shall include:
 - a. the development of a coordinated communications strategy,
 - b. an implementation plan that will include tracking and reporting success of brand launch.
4. The integrated branding effort will focus on several critical audiences: alumni, current students, potential students, current, former and potential parents and similar influencers, business and community leaders, state and federal elected officials, faculty and staff, and the general public and shall include:
 - a. development of a message for the facilitation of a session with educators, government representatives and media focusing on reducing dropouts and helping change perceptions about a community college education, especially in the community-at large (not just parents and students);
 - b. message testing with target audience(s).
5. TRA shall:
 - a. review the things HCC is currently doing to provide public visibility for the college;
 - b. identify the ones that are most valuable for creating high visibility for HCC's message;
 - c. develop a communications plan to strengthen and support those messages.
6. TRA shall be advised by the previous phases of HCC's outreach efforts, which include extensive public opinion research as well as the development of several messaging concepts.
7. The marketing plan shall complete the messaging strategy and recommend realistic, innovative, and cost-efficient implementation strategies, consistent with HCC's budget.
8. TRA shall meet demands within the project timeline: the branding developed and tested by June 25, 2008;
9. TRA shall maintain close communication throughout the entire process with HCC's marketing department and internal branding committee.

The HCC marketing department shall monitor progress and the various phases of completion shall be approved by HCC's marketing department according to the following schedule:

1. Phase One (March 3 – 14, 2008) – Information gathering and planning – during this phase TRA shall meet with HCC's various stakeholders
2. Phase Two (March 10 – April 11, 2008) – HCC brand analysis and field testing – during this phase market research surveys shall be developed and approved and testing begins.
3. Phase Three (March 17 – April 11, 2008) – Situation assessment – continuation of testing and evaluation of test results. Evaluation shall provide messaging and recruiting strategies.
4. Phase Four (April 14 – May 9, 2008) – Brand positioning – HCC's positioning statement including a brand identity, campaign message, and strategies for improving retention and reducing dropouts shall be developed and approved.
5. Phase Five (April 28 – May 30, 2008) – Architectural development and Visual Identity development – a development of logo and graphic standards, logo concepts shall be presented to, modified if necessary, and approved by HCC.
6. Phase Six (June 2 – 25, 2008) – development of an integrated branding plan which shall be comprised of a marketing plan, media plan, coordinating communications plan and strategy, and implementation strategy and plan; refinement and final presentation to HCC.

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

A. State Liability.

The State of Connecticut, the Board of Trustees of Community-Technical Colleges and the State Contracting Agency ("State" or "College") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

B. Total Contract Not to Exceed.

The COLLEGE shall pay the CONTRACTOR a total sum not to exceed \$40,000.00 for services performed under this agreement.

C. Invoicing and Payment

(a) The Contractor shall submit invoices in accordance with the schedule below:

Upon completion and approval of Phases 1, 2, and 3 invoice submitted April 15, 2008 in the amount of \$15,000.

Upon completion and approval of Phase 4 invoice submitted May 15, 2008 in the amount of \$10,000.

Upon completion and approval of Phase 5 invoice submitted June 1, 2008 in the amount of \$5,000.

Upon completion and approval of Phase 6 invoice submitted July 1, 2008 in the amount of \$10,000.

(b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the College to the Contractor at the address listed in (a) above, within 30 days after receipt of properly executed and approved invoices.

SECTION 3 - OTHER TERMS AND CONDITIONS

A. Entire Agreement

This contract embodies the entire agreement between the State Contracting Agency (hereinafter "State" or "Contracting Agency") and Contractor, each named on Page 1, on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This contract shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of the contract shall be valid unless reduced to writing, signed by both parties, and where applicable, approved by the Attorney General or his Designee. This contract shall inure to the benefit of each party's heirs, successors, and assigns.

B. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the contract or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

C. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

D. Promotion

Unless specifically authorized in writing by the State, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, or of the Board of Trustees of Community-Technical Colleges, or of Housatonic Community College, or their respective officials, agencies, or employees or the seal of the State of Connecticut or its agencies (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal or logo of the State of Connecticut or its agencies in any other manner, except only to manufacture and deliver in accordance with this contract such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

E. Quality Surveillance, Examination of Records and Inspection of Work

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services. The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of, and to monitor or evaluate the work being performed by, Contractor or its subcontractors pertaining to work performed under this contract and Contractor shall allow such representatives free access to any and all such books, records and worksite. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination or inspection, which shall be performed in such a manner as will not unduly disrupt or delay Contractor's work. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this contract. The Contractor shall retain and maintain accurate records and documents relating to performance of services under this contract for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State.

E. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. If applicable, at the State's request Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this contract, as evidence that such are in full force and effect. Contractor shall act as an independent Contractor in performing this contract, maintaining complete control over its employees and all of

its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this contract and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

G. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this contract. Contractor agrees not to subcontract any of the services to be provided under this contract without the prior written permission of the State. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this contract. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

H. Non-Discrimination

(a)(1) For the purposes of this Paragraph H, "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: (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 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.

(a)(2) For purposes of this Paragraph H, "Commission" means the Commission on Human Rights and Opportunities.

(a)(3) For purposes of this Paragraph H, "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.

(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, 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 the Contractor that such disability prevents performance of the work involved;

(b)(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;

(b)(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 worker's 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;

(b)(4) The Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f;

(b)(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 Conn. Gen. Stat. Sec. 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it 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 subsections (b)(1-5) of this Paragraph B 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 Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; 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 Paragraph B as they exist on the date of this agreement and as they may be adopted or amended from time to time during the term of this agreement and any amendments thereto.

(g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the agreement 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 the employees are treated when employed without regard to their sexual orientation; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56; 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 Conn. Gen. Stat. Sec. 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 Conn. Gen. Stat. Sec. 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 State may so enter.

I. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

J. Executive Orders

(a) Executive Order No. 3: Nondiscrimination. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 17: Connecticut State Employment Service Listings. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the Contracting Agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting Agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(c) Executive Order No. 16: Violence in the Workplace Prevention Policy. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree: (1) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined herein. (2) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure

and require that all employees are aware of such work rules. (5) The Contractor further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section.

(d) Executive Order No. 7C: Integrity in State Contracting. This contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006 and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 7C. The parties to this contract, as part of the consideration hereof, agree: (1) The State Contracting Standards Board (“Board”) may review this contract and recommend to the State Contracting Agency, termination of this contract for cause. The State Contracting Agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the State Contracting Agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this sub-section, “for cause” means a violation of the State Ethics Code (Connecticut General Statutes Chapter 10) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in this Contract or State Contracting Agency. (2) For purpose of the section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real estate following transfer of title. (3) Notwithstanding the contract value listed in Connecticut General Statutes (C.G.S.) sections 4-250 and 4-252, and section 8 of Executive Order No. 1, all state contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections and section 8 of Executive Order No. 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order No. 1.

K. Laws and Regulations

(a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut.

(b) Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State, the Board of Trustees of Community-Technical Colleges, or Housatonic Community College, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

L. Indemnification

Contractor hereby agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.

M. Insurance

The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.

N. Non-Waiver

None of the conditions of this contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this agreement unless expressly stipulated in such waiver. In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Q. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State on page one of this agreement to receive contract questions, of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person so designated for the State on page one of this agreement.

P. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the contract, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality, shall remain in full force and effect.

Q. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this contract, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this contract.

R. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

S. Assignment

This contract shall not be assigned by either party without the express prior written consent of the other.

T. Severability

If any part or parts of this contract shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this contract notwithstanding the part or parts found to be void or unenforceable.

U. Headings

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

V. SEEC

For all state contracts as defined in P.A. 07-1 as 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 agreement expressly acknowledges receipt of the State Election 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. SEEC Form 11 can be found on the following pages.

SEEC 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.