

DEPARTMENT Department of Energy and Environmental Protection	DIVISION Forestry Division	DATE 2/27/18
CONTACT PERSON Sharon Gdovin (Unit Contact: Chris Martin X3631)	TITLE Fiscal Administrative Officer	PHONE NO. 418-5969

CONTRACTOR OR LESSOR John Noack DBA J & K Logging			
IS CONTRACTOR A CURRENT OR RETIRED STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If current, attach statement from agency head attesting to his/her availability)	CONTRACTOR OR LEASE PERIOD:	FROM: Execution	TO: 10/31/2019

TYPE OF CONTRACT OR LEASE
 AMENDMENT OF EXISTING CONTRACT/LEASE RENEWAL NEW

DESCRIPTION OF SERVICES

<i>Complete below where applicable</i>										THIS CONTRACT OR LEASE	PRIOR CONTRACT OR LEASE	DIFFERENCE
FREQUENCY: <input type="checkbox"/> HOURS <input type="checkbox"/> VISITS (length) <input type="checkbox"/> OTHER (specify)												
RATE:	IF CONTRACT PER <input type="checkbox"/> HOURS <input type="checkbox"/> PER VISIT <input checked="" type="checkbox"/> OTHER (specify)									\$21,040.00		
	IF LEASE <input type="checkbox"/> PER SQUARE FOOT <input type="checkbox"/> OTHER (specify)											
FUNDING	Dept	Fund	SID.	Program	Project	Bud Ref.	Agen CF1	Agen CF2	Account			
	DEP44165	11000	18010	00000	DEP NONPROJECT	2018			44031 (Rev)	\$21,040.00		

IS THIS CONTRACT/LEASE ARETROACTIVE? (If Yes, attach explanation)
 YES NO

EXPLANATION OF COST INCREASE (If applicable)

REASON FOR CONTRACT OR LEASE
 W-424, Massacoe State Forest, Massacoe Block, Compartment 1, Stand 20

PROPOSALS OR BIDS

ARE THESE SERVICES OBTAINABLE THROUGH OTHER STATE AGENCIES? (If YES, explain why not being utilized)
 YES NO

WERE COMPETITIVE BIDS OR ALTERNATIVE PROPOSALS SOUGHT? (If YES, briefly summarize on an attached sheet)
 YES NO (If NO, explain why not) **Competitive Bid**

FOR USE OF OFFICE OF POLICY AND MANAGEMENT ONLY

ARE FUNDS AVAILABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS THERE A NEED FOR SERVICE/LEASE? <input type="checkbox"/> YES <input type="checkbox"/> NO	MANAGEMENT DIVISION IF APPLICABLE <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See Attached
		BUDGET DIVISION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See Attached
ANALYST RECOMMENDATION		

ANALYST	DATE	SECTION DIRECTOR	DATE	EXECUTIVE BUDGET OFFICER	DATE
---------	------	------------------	------	--------------------------	------

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
AGREEMENT FOR SALE OF FOREST PRODUCTS
SALE # W-424

THIS AGREEMENT is made by the **STATE OF CONNECTICUT**, acting herein by its Deputy Commissioner of Energy and Environmental Protection, hereafter referred to as the "STATE" or "Agency", and **John Noack DBA J & K Logging** having an office and principal place of business at [REDACTED] acting herein by John Noack, its duly authorized Connecticut Certified Supervising Forest Products Harvester, hereinafter referred to as the "BUYER" or "Contractor".

WHEREAS, the Commissioner of Energy and Environmental Protection has authority pursuant to the provisions of Section 23-20 of the General Statutes of Connecticut to sell wood, timber and other products from any state woodlands whenever the Commissioner deems such sales desirable and pursuant to the provisions of Sections 22a-5, 22a-6, and 4-8 of the General Statutes of Connecticut to enter into contractual agreements as may be necessary to discharge his duties;

WHEREAS, the STATE is the owner of 81 acres of land, located in the Town of Simsbury and State of Connecticut; and

WHEREAS, the BUYER is desirous of purchasing, harvesting and removing certain forest products located on such land, as are further described and delineated below;

NOW, THEREFORE, it is hereby agreed that for and in consideration of the payment schedule and covenants hereinafter contained on the part of the BUYER to be paid, performed and observed, the STATE hereby enters into a sales agreement, hereafter referred to as "Agreement" or "Contract", with the BUYER as follows:

1. **PRODUCTS:**

A. **DESCRIPTION:** **Oak sawtimber stumpag:** one hundred twenty-four thousand and ninety two (124,092) board feet as measured by the International 1/4" tree scale (see 9, below) and mixed hardwood pole/saw timber stumpage 421 cords; and mixed softwood pole/saw timber stumpage 11 cords (see tally sheet). Trees to be purchased and harvested are marked with blue paint at approximate head height and at stump level. All marked trees, if not harvested, must be felled and lopped except as provided in 8.E. and 8.F., below.

B. **LOCATION:** **Massacoe State Forest, Massacoe Block, Compartment 1, Stand 20.** The harvest site is located Massacoe State Forest, Massacoe Block, Compartment 1, Stand 20 and is described in Exhibit A, a map titled "Exhibit A – Harvest map W-424, Massacoe State Forest", dated 9/17, attached hereto and made a part hereof.

2. **DURATION:** This Agreement shall commence upon execution of this Agreement and expire on **10/31/2019**, pursuant to the terms of the Agreement.

3. **AMENDMENT:** Formal written amendment of the Agreement is required for extensions to the final date of the Contract period (up to an additional one (1) year extension of time) and to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to: revisions to the maximum Contract payment; the total unit cost of service; the Contract's objectives, services, or plan; due dates for reports; completion of objectives or services, and; any other Contract revisions determined material by the STATE.

An extension must be requested in writing prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If the request is approved, the parties must execute a Forest Products Sales Agreement Amendment.

4. **REMOVAL OF PRODUCTS:** All products to be removed from State-owned land must be paid for in accordance with the terms of this Contract before they are removed from the harvest area. All products shall be removed on or before the expiration date of this Agreement. Any products paid for and remaining on said premises after the expiration date shall be and remain the property of the STATE, and the STATE shall retain all payments made by the BUYER for the products purchased, if the BUYER fails to remove the products by the expiration date.

5. **COMPLETION:** The STATE shall notify the BUYER, in writing, that the harvest has been completed and that all provisions of this Agreement have been satisfied.

6. **COMMUNICATIONS / SUBMISSION OF MATERIALS:**

A. All notices, reports, and other documents to be provided to either party to this Agreement by the other shall be transmitted by first class mail, postage prepaid, or hand delivered to the addresses or addressees set forth in subsections B., C. and D. of this section. Either party may designate in writing to the other at any time a different address upon thirty (30) days prior notice.

B. All written communications to the STATE shall be addressed to:

Fran Trafidlo
Monitoring Forester
State of Connecticut
Department of Energy and Environmental Protection
Pleasant Valley Field Office, 117 West River Road, PO Box 161
Pleasant Valley, CT 06063
860-379-7085

C. All written communications to the BUYER shall be addressed to:

John Noack
John Noack DBA J & K Logging



D. All payments to the STATE shall be submitted to the Monitoring Forester.

7. PAYMENTS AND DEPOSITS:

A. **PAYMENTS:** In consideration of the rights and privileges herein granted, the BUYER agrees to pay the STATE, in the form of check or money order made payable to "**Department of Energy and Environmental Protection,**" in the total amount of **twenty-one thousand and forty dollars (\$21,040.00)** and mailed or delivered to the address of the STATE identified in 6.B., above. Payment shall be rendered in the following amounts and according to the following schedule:

1. \$7,013.34 to be paid prior to harvest, but no later than the close of business on 7/16/2018.
2. \$7,013.33 to be paid when, in the opinion of the STATE's Monitoring Forester, trees have been cut on one fourth (1/4) of the harvest site, but no later than the close of business on 1/15/2019.
3. \$7,013.33 balance to be paid in full, in the opinion of the STATE's Monitoring Forester, trees have been cut on one half (1/2) of the harvest site, but no later than the close of business on 7/15/2019.

B. **PERFORMANCE DEPOSIT:** The BUYER shall post a performance deposit to the STATE, in the form of United States postal money order, certified check, bank cashier's check or bank money order made payable to "Department of Energy and Environmental Protection", in the amount of **\$2,104.00** within thirty (30) days of the execution of this Agreement by the STATE and prior to the start of harvest operations.

C. **PAYMENT ADJUSTMENTS DUE TO QUARANTINES AND PERMITS:** The BUYER understands that if a quarantine is imposed during the term of this Agreement as discussed in section 8.I., no payment adjustment shall be made, except in the event that a permit is not obtained to remove all wood products considered host species of the subject forest pest, despite all reasonable efforts being made, in which case an equitable proportionate payment adjustment shall be made. The BUYER shall provide all log truck load slips, mill tally sheets or other documents necessary to determine such payment adjustment.

8. HARVESTING:

A. All work performed under this Agreement shall be done under the general monitoring and with the approval of, the STATE. The BUYER shall notify the STATE's Monitoring Forester of his or her intent to begin work no later than three (3) days before harvest operations are started. Only those trees that have been marked or otherwise designated by the STATE shall be cut under the terms of this Agreement. Should any unmarked or otherwise undesignated trees be cut or damaged by the BUYER its employees, sub-contractors, and agents, the BUYER shall be liable for a penalty of three hundred dollars (**\$300.00**) per tree except as provided in 8.E. or 8.F., below. No products from any unmarked or undesignated tree(s) cut or damaged under the provisions of this paragraph shall be removed without prior approval of and payment made to the STATE's Monitoring Forester. Product payment shall be in addition to the above penalty. Product payment for sawtimber shall be determined by the Monitoring Forester and shall be at least equivalent to the average per thousand board foot value of the sale. Product payment for poletimber shall be determined by the Monitoring Forester and shall be not less than \$10/cord. The product payment and any due penalty shall be made prior to the removal of the products and within 10 days of cutting the tree or trees but prior to the expiration or termination of the Agreement.

B. The BUYER, in removing said products, shall use due care to avoid damage or injury to the property of the STATE, and shall leave the premises and surrounding areas used for any purpose in a neat and clean condition as approved by the STATE. The BUYER shall not construct or deposit any structure on the land of the STATE without the written consent of the STATE. Any structure, equipment, tools, or materials left in the area after the expiration or termination of this Agreement shall be deemed abandoned and become the property of the STATE or shall at the option of the STATE be removed or destroyed at the expense of the BUYER.

C. Unless otherwise indicated in 8.H., the BUYER is required to lop all logging slash to a height of less than six (6) feet. No slash shall be left within twenty-five (25) feet of a road, authorized trail, watercourse or boundary. Slash within one hundred (100)

feet of a regularly traveled public road, authorized trail, watercourse, or boundary shall be lopped to a height of less than four (4) feet.

- D. Stumps shall be cut no higher than a distance from the ground equal to one half (1/2) the diameter of the tree as measured either from the ground on the uphill side or from the top of a large butt swell, whichever is appropriate. The paint marks on the stumps must be visible after the trees have been cut.
- E. All harvesting and related operations shall be performed in accordance with the Occupational Safety and Health Administration (OSHA) Logging Operations Regulations (Standard No. 1910.266) and all other applicable OSHA standards and other applicable safety regulations or standards. The BUYER shall inspect each section of the sale area before harvest operations are commenced in that section in order to identify danger trees as defined in Standard No. 1910.266 and shall take appropriate action to deal with each danger tree in accordance with the provisions of the Standard. If such action necessitates leaving any marked tree(s) uncut or cutting any unmarked tree(s) the BUYER shall so inform the STATE's Monitoring Forester as soon as practicable. No products from any unmarked tree(s) cut under the provisions of this paragraph shall be removed without prior approval of and payment made to the STATE's Monitoring Forester. Product payment for sawtimber shall be determined by the Monitoring Forester and shall be at least equivalent to the average per thousand board foot value of the sale. Product payment for poletimber shall be determined by the Monitoring Forester and shall be not less than \$10/cord. The product payment shall be made prior to the removal of the products and within 10 days of cutting the tree or trees but prior to the expiration or termination of this Agreement.
- F. No person working on the harvest shall be required to perform any harvesting or related operation or action which that person reasonably believes cannot be accomplished in a reasonably safe manner or reasonably believes is in violation of a quarantine or related statutes and regulations. Any such situation which requires that any marked tree(s) be left uncut shall be brought to the attention of the STATE Monitoring Forester as soon as practicable. The BUYER shall not substitute unmarked trees for trees that the BUYER believes cannot be harvested in a reasonably safe manner or in violation of the law. The BUYER shall not mark cut logs or standing trees with paint without the approval of the STATE's Monitoring Forester.
- G. The BUYER warrants that all employees, contractors and subcontractors engaged in harvesting forest products or any other forest practice associated with this Agreement shall do so in conformance with section 23-65h of the Connecticut General Statutes and its associated regulations.
- H. To insure that the harvest site is left in a silvicultural and physical condition that satisfies the intent of the harvest as determined by the STATE's Monitoring Forester, the BUYER is required to adhere to the following:
1. BUYER will conduct harvest operations during dry or frozen ground conditions.
 2. BUYER will provide and spread with a bulldozer 198 tons (132 yards) of 1 1/4" processed stone (stone and stone dust) over 12.5' x 200' of geotextile fabric, also provided by the BUYER, on the access road leading to the yarding area prior to the start of harvest operations.
 3. BUYER will remove all wood blocks from the yarding area at the completion of the harvest.
 4. BUYER will conduct harvesting activities weekdays between 7:00 a.m. and 5:00 p.m. No harvesting activities will occur on Saturday or Sunday.
 5. No whole tree harvesting. Skidding with tops and/or roots attached is not allowed.
 6. No wood less than three (3) inches diameter may be removed from the harvest area.
- I. The BUYER understands that during the term of this Agreement a quarantine including this area may be imposed for all regulated forest pests pursuant to Sections 22-84-5d and 22-84-5e of the Regulations of Connecticut State Agencies, as attached in **Exhibit C** or as amended, or pursuant to Section 22-84 of the General Statutes of Connecticut. In that event, no products may be removed from the harvest area without obtaining a permit pursuant to said Regulations, and the BUYER shall make all reasonable efforts to obtain such a permit for all wood products of tree species subject to quarantine. In the event of an applicable quarantine, no products other than those allowed in the permit shall be removed from the harvest area.
9. **MEASUREMENTS:** All timber volumes sold in this Agreement are based on the International one quarter (1/4) inch tree scale or on a standard cord of one hundred twenty eight (128) cubic feet, and are further based on utilization standards of a ten (10) inch top diameter inside bark in hardwoods; eight (8) inch top diameter inside bark in softwoods; and three (3) inch top in cordwood. Volumes are estimates only and no warranty is given to same by the STATE. When the products are sold by weight, the BUYER shall furnish copies of weight reports to the STATE as a basis for payment.

10. **ROADS AND FACILITIES:**

- A. The location of main skid roads, stream crossings and yarding areas must be approved by the STATE prior to beginning operations.
- B. Unless otherwise directed by the STATE's Monitoring Forester, all existing woods roads, fire lanes, hiking trails and public highways on the sale area shall be kept clear of tops, logs, brush or other obstructions and any damage caused to roads, ditches,

trails, bridges, fences, utility lines, etc., shall be promptly repaired at the expense of the BUYER. Soil ruts and/or soil damage created during the course of the harvest will be repaired to the satisfaction of the STATE's Monitoring Forester.

- C. When, in the opinion of the STATE, ground conditions become such that unacceptable damage may occur to an area in the course of harvesting activities, the STATE reserves the right to suspend said operation until favorable conditions prevail. When requested by the BUYER, the STATE may grant, as provided in 3. above, an Agreement period extension to compensate for any such suspension.
- D. Before any work suspensions necessitated by weather and/or soil conditions or upon completion of the harvest or expiration of the Contract, the BUYER shall perform erosion control measures such as smoothing of skid trails, installing water bars, creating broad based dips, filling mud holes with stone, grading and draining truck access roads or other drainage or erosion control measures as needed to the satisfaction of the STATE and shall block roads as deemed necessary by the STATE.

11. **FIRE PRECAUTIONS:**

- A. The BUYER agrees to observe all State fire laws and to use due precautions to prevent forest fires.
- B. Unless otherwise directed by the STATE's Monitoring Forester, no skidding shall be done on or along any State-maintained trail or firebreak as identified by the STATE.
- C. When, in the opinion of the STATE, the fire hazard in the Agreement area justifies precautions, the BUYER shall carry out such preventative measures as may be prescribed by the STATE.
- D. The BUYER shall be liable for any claims arising from forest fires attributable to the BUYER's operation.

12. **INSURANCE:** An original certificate of insurance shall be filed with the STATE prior to the BUYER's performance of contracted services. Current certificates of insurance must be provided to the DEEP throughout the duration of the Contract (e.g. a new certificate must be provided each time an insurance policy is renewed.). The BUYER shall obtain at its own cost and keep current 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 scheduled, owned, hired or non-owned automobiles.
- C. Worker's 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 \$1,000,000 each accident, \$500,000 Disease-Policy limit, \$100,000 each employee.

The BUYER shall not enter onto the sale area for the purpose of harvesting forest products until a valid certificate of insurance has been received by the STATE. *The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as additional insured with respect to the Commercial General Liability coverage.* The coverage shall contain no special limitations on the scope of protection afforded to the STATE. The BUYER shall assume any and all deductibles in the described insurance policies. The BUYER's insurance shall have no right of recovery or subrogation against the STATE and the described insurance shall be primary coverage. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail, has been given to the STATE.

- 13. **ASSIGNMENT:** The BUYER shall not assign, transfer or convey, sublet or otherwise dispose of this Agreement or its contents or any of its rights or obligations under this Agreement or any portion thereof without written permission from the STATE. The BUYER shall request, in writing, permission of the STATE to assign any of its rights or obligations under this Agreement and, if the STATE refuses to grant such permission, it shall inform the BUYER, in writing, of the reasons for said refusal and the refusal shall be binding. The BUYER accepts all responsibility for compliance with the terms of this Agreement by any and all persons acting as his employee, contractor or agent.
- 14. **MAINTENANCE OF PREMISES:** The BUYER agrees to maintain the premises in a clean condition, to the satisfaction of the STATE and to arrange for the orderly use of said property. The BUYER further agrees that it shall not permit hazardous or highly flammable, volatile, or explosive substances, other than materials of a type and quantity normally associated with the harvesting and removal of forest products, to be placed on, in, under, or over said property or permit unreasonable objectionable smoke, fumes, vapors, or odors to emanate from the property and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon said property. Ice and snow removal shall be the obligation of the BUYER.
- 15. **SOLID WASTE:** The BUYER agrees not to deposit or store any solid waste on or in said property, or use said property as a solid waste facility or solid waste disposal area. The terms "solid waste" "solid waste facility", "solid waste disposal area" are defined in Section 22a-207(3), (4) and (6) of the General Statutes of Connecticut and shall include, but not be limited to, old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked dismantled, or wrecked mechanical equipment, or

parts thereof, building and/or construction debris, iron, steel and other old or scrap ferrous or non-ferrous materials. Any such solid waste shall be promptly removed by the BUYER and disposed of in accordance with all applicable laws, ordinances and regulations.

16. **PERFORMANCE**: The failure of the STATE to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, or options, but the same shall be and remain in full force and effect with regard to any subsequent violation.
17. **ABANDONMENT AND/OR NONCONFORMANCE OF TERMS AND CONDITIONS**: If the BUYER abandons the work under this Agreement or otherwise fails to conform to any of the terms and conditions of this Agreement or shall be adjudged bankrupt or insolvent according to law, or if the BUYER shall make an assignment for the benefit of creditors, then the BUYER shall be in violation of this Agreement and the STATE may terminate said Agreement. Upon such termination or upon expiration of the Agreement when a violation exists, the STATE shall have the right to retain any or all payments and deposits received and shall have the right to apply all or any part of the performance deposit posted by the BUYER toward the cost of completing the Agreement specifications.
18. **NON-COLLUSIVE BIDDING CERTIFICATION**: Where applicable, the BUYER certifies that:
 - A. The price bid for the previously mentioned products has been arrived at independently without collusion, consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - B. No attempt has been made or will be made by the BUYER to induce any other person, partnership or corporation to submit a bid or decline to submit a bid for the purpose of restricting competition.
19. **LIABILITY OF THE SELLER**: The BUYER hereby agrees to defend and indemnify the STATE against any and all claims for injury to the property or person, or death arising out of the operations of the BUYER, or by any third parties, under this Agreement, and that this Agreement will act as a release to the STATE from any and all claims out of the activity of the BUYER.
20. **INCORPORATION OF DOCUMENTS**: As also provided in section 5.e. of Exhibit B, all attachments, appendices or exhibits referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates set forth beneath their respective signatures.

BUYER: John Noack DBA J & K Logging

By: *John Noack*
John Noack
Connecticut Certified Supervising Forest Products
Harvester

Date: *November 8, 2017*

[REDACTED]
SSN or FEIN (to release performance deposit)

STATE OF CONNECTICUT

By: *Susan Whalen*
Susan Whalen, Deputy Commissioner,
Department of Energy and Environmental
Protection

Date: *2/23/2018*

STATUTORY AUTHORITY
Connecticut General Statutes Section 23-20

Office of the Attorney General (Approved as to Form)

By: _____

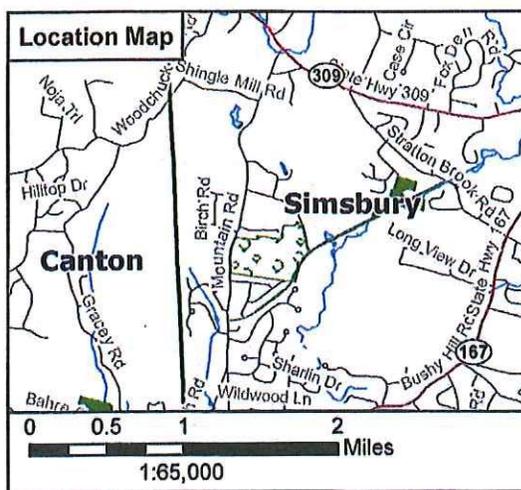
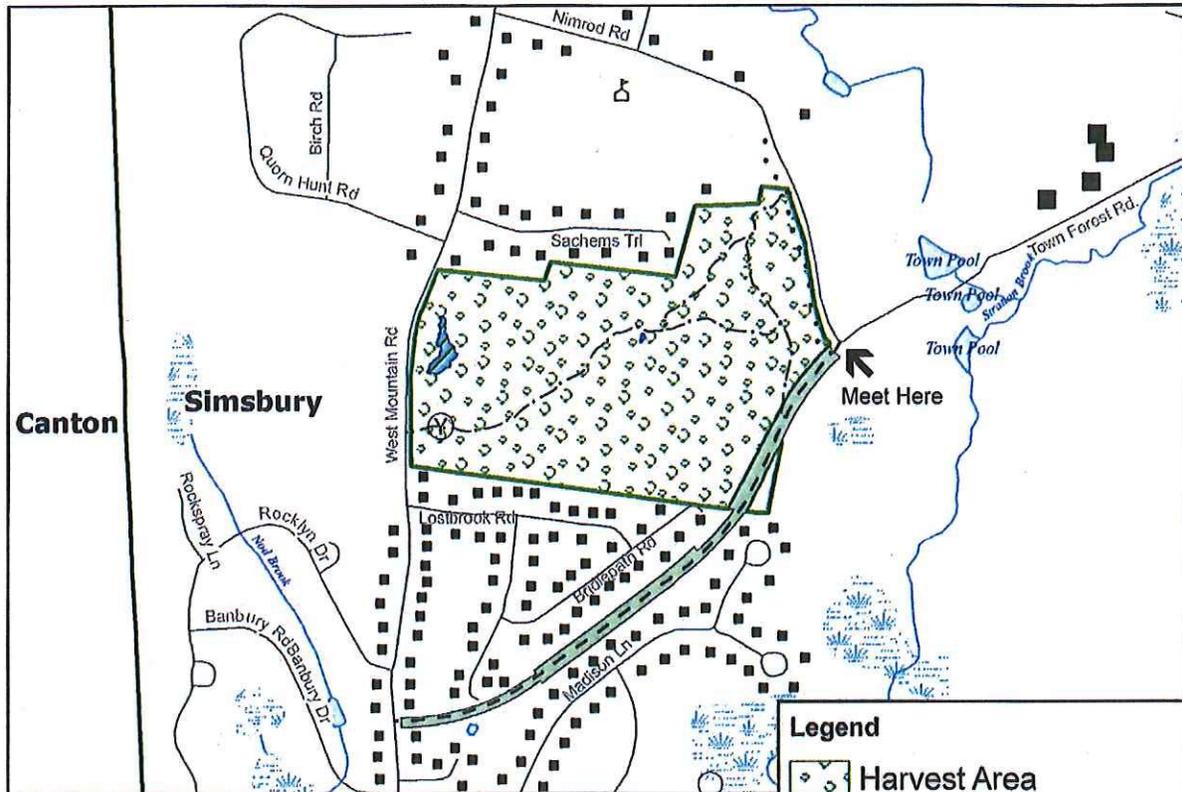
Date: _____



Exhibit A: Harvest Map W-424
Massacoe State Forest
 Massacoe Block, Compartment 1, Stand 20
 Simsbury, Connecticut
 81 Acres



September 2017
 Map prepared by: Fran Trafidlo



Legend

- Harvest Area
- Yarding Area
- Massacoe State Forest
- Greenway
- Wet Area
- Vernal Pool
- House
- Tootin' Hills School
- Town Garage
- Scout Trail
- Bike Trail
- Unauthorized Trails

Coordinate System: NAD 1983 State Plane Connecticut FIPS 0600 Feet

Projection: Lambert Conformal Conic

Exhibit B

STANDARD TERMS AND CONDITIONS

(Rev. 6-9-2016)

1. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the 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.

2. 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.

3. 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 DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
4. Anti-trust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
5. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
6. Definitions:
- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - (d) Contractor Parties. Contractor Parties shall be defined as 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. 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 the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
 - (g) Exhibits. All attachments, appendices or 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.
 - (h) Records. For the purposes of this Contract, records are defined as 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.
 - (i) Confidential Information. 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 Department 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.

(j) Confidential Information Breach. 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, the Contractor, the Department or State.

(k) Claim Shall mean, 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.

7. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
8. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
9. 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.
10. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
11. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
12. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. 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 any subcontractor to all the applicable provisions of the Contract.
13. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
14. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
15. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor

shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

16. 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) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this 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.

17. 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 DEEP may cancel the Contract if the Contractor fails to comply with the Act.

18. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

19. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

20. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the 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.

21. Termination.

- (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 its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, 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 Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver

them to the 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 the 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 the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency 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 Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, 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 Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the 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 the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
22. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
23. 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.
24. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
25. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
26. Force Majeure. The Parties 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. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. 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.

27. 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.
28. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
29. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency 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," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, 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 Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
30. Protection of Confidential Information.
 - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the 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 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 the 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.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
31. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
32. 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.
33. 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.
34. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Exhibit C

Sec. 22-84-5d through Sec. 22-84-5e and Sec. 22-84-5g of the Regulations of Connecticut State Agencies

(Adopted effective March 25, 2010; amended December 28, 2012)

Sec. 22-84-5d. Definitions

For purposes of sections 22-84-5e through 22-84-5g inclusive, the following definitions apply:

- (1) "Asian longhorned beetle" means an invasive insect to the United States of genus and species *Anoplophora glabripennis*.
- (2) "Emerald ash borer" means an invasive insect to the United States of genus and species *Agrilus planipennis*.
- (3) "Authorized person" means an inspector or other person authorized by the Director of The Connecticut Agricultural Experiment Station to examine regulated articles, implement survey, suppression, control or eradication activities, establish regulated areas, and enforce quarantine regulations, including restrictions on intrastate movement of regulated articles.
- (4) "Regulated article" means any stage of Asian longhorned beetle or Emerald ash borer, or any living or dead plant material including nursery stock or wood products, or any means of conveyance that is infested or has the potential to be infested or may contribute to the spread of the Asian longhorned beetle or Emerald ash borer. "Regulated articles" include, but are not limited to:
 - (A) Trees of the following genera: Maple, Boxelder (*Acer* spp.); Horse-chestnut, buckeye (*Aesculus* spp.); Birch (*Betula* spp.); Katsura (*Cercidiphyllum* spp.); Willow (*Salix* spp.); Elm (*Ulmus* spp.); Ash (*Fraxinus* spp.); Sycamore (*Platanus* spp.); Poplar (*Populus* spp.); Mimosa (*Albizia* spp.); Mountain-ash (*Sorbus* spp.); Hackberry (*Celtis* spp.);
 - (B) Raw wood products, including composted or uncomposted chips of *Fraxinus* spp. for Emerald ash borer quarantines, green lumber, cut logs, all firewood, and wood debris greater than one inch in two dimensions;
 - (C) Any other item identified by an authorized person to be a "regulated article" that is infested or has potential to be infested by the Asian longhorned beetle or Emerald ash borer or that has the ability to contribute to the spread of the Asian longhorned beetle or Emerald ash borer.
- (5) "Regulated area" means a geographic area infested with Asian longhorned beetle or Emerald ash borer or an adjacent area potentially infested with either such insect that is established by an authorized person to quarantine regulated articles.
- (6) "Firewood" means any kindling, logs, timber or other portions of a tree of any hardwood species or length, cut or split, or not cut or split but intended to be cut or split into a form and size appropriate for use as fuel for fires in open pits, grills, fireplaces, stoves, or other wood burning furnaces or devices. "Firewood" does not include kiln dried dimensional lumber or wood that has been chipped to a maximum piece size that is no greater than one inch in two dimensions.
- (7) "Director" means the Director of the Connecticut Agricultural Experiment Station.
- (8) "Quarantined areas" means areas, counties, or regions of a state that are designated as part of a federally imposed quarantine area related to Emerald ash borer or Asian longhorned beetle.
- (9) "Non-quarantined areas" means areas, counties, or regions of a state not subject to a federal quarantine for Emerald ash borer or Asian longhorned beetle.
- (10) "Limited permit" means a United States Department of Agriculture document in which a United States Department of Agriculture Inspector or a person operating in accordance with a compliance agreement affirms that the article not eligible for a certificate is eligible for interstate movement only to a specified destination and in accordance with conditions specified on the permit.
- (11) "Certificate" means a United States Department of Agriculture document that is issued for a regulated article by a United States Department of Agriculture inspector or other person operating in accordance with a compliance agreement and that represents such article is eligible for interstate movement.
- (12) "Compliance agreement" means a written agreement between the United States Department of Agriculture-Animal and Plant Health Inspection Service and a person engaged in growing, handling, or moving regulated articles that are moved interstate, in which the person agrees to comply with federal quarantine regulations as applicable and any conditions imposed by federal authorities under such a quarantine.
- (13) "Specialized permit" means a permit issued by the Connecticut Agricultural Experiment Station to a person engaged in growing or handling regulated articles that places conditions on the intrastate movement of regulated articles that are required to be met to comply with federal or state quarantine regulations or orders imposed by The Connecticut Agricultural Experiment Station.
- (14) "Treatment certificate or label" means official documentation affixed to a load of firewood that indicates the firewood to which it is affixed was treated in accordance with applicable federal standards by an authorized facility.
- (15) "Waybill" means an official shipping document that travels with a shipment, identifies its consignor, consignee, origin and destination, describes the goods, and shows their weight and freight.

Sec. 22-84-5e. Prohibition or restriction on transport; survey and eradication programs in regulated areas of Connecticut

- (a) No person shall transport any regulated article in the State of Connecticut that is:
 - (1) Infested or potentially infested with Asian longhorned beetle or Emerald ash borer; or
 - (2) Subject to quarantine pursuant to subsections (c) and (d) of this section.
- (b) Nursery stock and other regulated articles may be inspected by authorized persons for the purpose of ascertaining the presence of Asian longhorned beetle or Emerald ash borer.
- (c) Upon discovery of Asian longhorned beetle or Emerald ash borer, authorized persons may cooperate with federal, state, and local officials and survey public and private areas surrounding the initial point of infestation to determine the extent of the insect pest's geographic distribution, establish the regulated area in the state or any portion thereof, and quarantine regulated articles. Infested

trees, firewood, or other regulated articles in regulated areas or shipped into Connecticut, upon direction by an authorized person and after notice specified in subsection (d) of this section, may be destroyed by chipping, incineration, burning, or other approved methods or treated by acceptable procedures without expense to or indemnity paid by The Connecticut Agricultural Experiment Station or the State of Connecticut. Intrastate movement of regulated articles is restricted and shall comply with permit or specialized permit provisions established pursuant to subsection (d) of this section.

- (d) Authorized persons shall notify persons in possession of inspected, regulated articles that such articles are subject to quarantine restrictions and that regulated articles cannot be moved anywhere without obtaining a permit or specialized permit from the Director or an authorized person. The Director shall issue a permit or specialized permit to ensure proper movement and disposal of regulated articles. Regulated articles infested with Asian longhorned beetle shall not be moved from a quarantined area within Connecticut unless chipped to one-inch or less in two dimensions. Requests for a permit or specialized permit to move regulated articles shall be submitted to the Director or an authorized person. Authorized persons may issue quarantine or abatement orders concerning Asian longhorned beetle or Emerald ash borer infestations. Affected parties shall be provided five days notice prior to public hearing on any quarantine order in accordance with *Section 22-84 of the Connecticut General Statutes*. Abatement orders may require the destruction or treatment of trees, firewood or other regulated articles not less than five days from the date of issuance. Notice of abatement orders shall be provided by personal service, certified mail or publishing in two local newspapers. When infested regulated articles are received by authorized persons and destroyed, written documentation shall be given by the Director or authorized persons to the owner of said regulated articles identifying the quantity and type of regulated materials surrendered by the owner. Copies of such certificates shall be maintained by the Office of the State Entomologist.

Sec. 22-84-5g. Regulation of firewood transported into and within Connecticut

(a) Transport of firewood

- (1) Notwithstanding section 22-84-5e of the Regulations of Connecticut State Agencies, no person shall transport firewood, by any means, originating from quarantined areas into Connecticut without:
 - (A) a certificate or limited permit issued under a compliance agreement with the Animal and Plant Health Inspection Service (APHIS) of the United States Department of Agriculture (USDA) confirming that the subject firewood may be transported interstate from an area currently under federal quarantine and that it has been handled or treated in accordance with the conditions of an applicable compliance agreement or treated in accordance with the following applicable federal standards articulated in the USDA Plant Protection and Quarantine Treatment Manual and addenda as may be revised from time to time:
 - (i) Removal of the bark and additional one-half inch of wood;
 - (ii) Kiln sterilization treatment;
 - (iii) Fumigation according to a treatment schedule; or
 - (iv) Heat treatment;
 - (B) a certificate issued by an APHIS inspector pursuant to 7 CFR 301.53-5(a) or 7 CFR 301.51-5(a); or
 - (C) a limited permit issued by an APHIS inspector pursuant to 7 CFR 301.53-5(b) or 7 CFR 301.51-5(b).
 - (2) Notwithstanding section 22-84-5e of the Regulations of Connecticut State Agencies, no person may transport firewood, by any means, originating from a non-quarantined area and not passing through a quarantined area into the state of Connecticut without:
 - (A) a permit or specialized permit from the Director;
 - (B) a treatment certificate or label from a United States Department of Agriculture qualified treatment facility indicating that the firewood has been treated to protect against the Emerald ash borer and Asian longhorned beetle in accordance with applicable federal standards articulated in the USDA Plant Protection and Quarantine Treatment Manual and addenda as may be revised from time to time;
 - (C) documentation from the USDA or a state agency with authority to control, suppress, or exterminate plant pests and diseases indicating that the firewood has been treated to protect against the Emerald ash borer and Asian longhorned beetle in accordance with applicable federal standards articulated in the USDA Plant Protection and Quarantine Treatment Manual and addenda as may be revised from time to time; or
 - (D) a treatment certificate or label from the Canadian Food Inspection Agency or a facility authorized by the Canadian Food Inspection Agency to issue such documentation.
 - (3) Notwithstanding section 22-84-5e of the Regulations of Connecticut State Agencies, no person may transport firewood, by any means, originating from a nonquarantined area and passing through an area quarantined for Emerald ash borer into the state of Connecticut unless the firewood is handled and transported in compliance with the applicable requirements of 7 CFR 301.53-4(b)(2).
 - (4) Notwithstanding section 22-84-5e of the Regulations of Connecticut State Agencies, no person may transport firewood, by any means, originating from a nonquarantined area and passing through an area quarantined for Asian longhorned beetle into the state of Connecticut unless the firewood is handled and transported in compliance with the applicable requirements of 7 CFR 301.51-4(a)(2)(ii).
 - (5) Notwithstanding subdivisions (1) to (4), inclusive, of this subsection, the United States Department of Agriculture may move firewood into the state of Connecticut for scientific and experimental purposes in accordance with 7 CFR 301.53-4(b)(1) or 7 CFR 301.51-4(a)(1).
- (b) The Director or an authorized person may issue written permission to transport firewood into Connecticut from a non-quarantined area without a treatment certificate or label, or other documentation referenced in subdivision (a)(2) of this section on a case-by-case basis if, after review, and in consultation with the Commissioner of Energy and Environmental Protection or the Commissioner's designee, it is determined that:
- (1) The firewood does not present a threat of Emerald ash borer or Asian longhorned beetle infestation because of verifiable origin from a non-quarantined area; and
 - (2) the firewood has been examined by an authorized inspector or authorized certified forester, its handling was conducted in accordance with 7 CFR 301.53-4(b)(2) or 7 CFR 301.51-4(a)(2)(ii), or it was otherwise treated to eliminate any threat.
- (c) The Director or authorized persons may inspect any firewood being transported into or through Connecticut, being sold, or intended for sale, and may obtain information concerning the verifiable origin of that firewood and, if necessary upon inspection, request production of necessary certificates, waybill, labels, or limited permits regarding its origin or treatment.
- (d) All transporters and retail sellers of firewood in Connecticut shall be able to demonstrate that any firewood in their possession or offered for sale is:
- (1) Of a verifiable in-state origin and complies with any applicable requirements of a state or federal quarantine imposed in the state of Connecticut; or
 - (2) accompanied by a certificate, a limited permit, treatment certificate or label, or waybill verifying its origin and handling in accordance with subsection (a) of this section, if the firewood originated from out-of-state.
- If the transporter or retail seller is not able to produce evidence of conformity with subdivision (1) or (2) of this subsection, the firewood shall be subject to confiscation by the Director or authorized persons in accordance with section 22-84 of the Connecticut General Statutes.

- (e) Any firewood, transported into or possessed within Connecticut, that is of undisclosed or unverifiable origin or that lacks treatment certificates, appropriate labels, permits, or certificates required by this section or that of a federal or state quarantine shall be returned to its point of origin, disposed of at the site of detection if feasible, or transported via a tarped or otherwise enclosed vehicle to the nearest facility designated by the Department of Energy and Environmental Protection (DEEP) for responsible disposal, including a DEEP permitted resource recovery facility or solid-waste facility, unless otherwise directed by the Director or authorized person.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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