

**AGREEMENT**  
**between**  
**CENTRAL CONNECTICUT STATE UNIVERSITY**  
**and**  
**CONTRACTOR**

This agreement is entered into this 1<sup>st</sup> day of February, 2013 by and between **Central Connecticut State University (hereinafter “CCSU” or “Agency”)** with a principal place of business at 1615 Stanley Street, New Britain, CT 06053 and **CONTRACTOR**, (“Contractor”) with a principal place of business at ADDRESS. This Agreement is pursuant to an award made to the Contractor (RFQ# 2016-14) to provide inspection, testing and repair services to the campus wide fire suppression sprinkler system at CCSU.

**I. SCOPE OF SERVICE**

1.1 General

- a. Test and inspect the fire pump systems in the North, South and East Pump Houses in accordance with the National Fire Protection Association (NFPA) which shall include but not be limited to:
  - i. Quarterly inspection and testing of all Supervisory tampers with a run test of each fire pump;
  - ii. Annual full flow test in each pump house;
  - iii. Occasional weekly run testing only if requested by CCSU;
- b. Inspect all sprinkler systems including all wet and/or dry systems as well as pre-action and other systems four (4) times a year for the duration of the contract. All work must be performed in accordance with NFPA, which shall include but not be limited to the following.
  - i. Inspect each control valve in each system and leave it in its normal open position by means of an existing lock and chain that is on the tamper. All tampers are electronically supervised and locked open with lock and chain. If not locked or supervised. During all inspection tests valves shall be exercised;
  - ii. Test all sprinkler alarm facilities;
  - iii. Maintain pressure (static and residual) records in order to note and investigate change;
  - iv. Open all inspection test valves in each building;
  - v. Inspect coverage of systems and conditions of heads, branch lines, risers, cross-mains, hangers and other related segments of the system involved;
  - vi. Inspect all exhauster or accelerator equipment involved where applicable;
  - vii. Test Post Indication Valves system in each building if so equipped;
  - viii. Submit, within two weeks of testing, written reports of each inspection performed and the results to the Agency Representative, in addition to any recommendations. Inspection reports must be completed for each individual building;
  - ix. Fill out standard form of inspection report for each building and submit to the Agency Representative;
- c. Grease all Outside Screw & Yoke (OS&Y) valves once per year;
- d. Conduct internal inspection of all systems as required by code once during the duration of the contract, within two years of award;

- e. Promptly report to the Agency Representative any items requiring repair;
  - f. Only make alterations, repairs and replacements when ordered by the Agency Representative;
  - g. Contact CCSU Fire Lieutenant and Agency Representative, at (860) 832-2386 one month prior to each quarterly inspection;
  - h. Provide emergency service availability continually on a 24-hour, 7 days a week, 365 days a year basis. Twenty four-hour emergency service capabilities shall include "answering service" response system. Response time for emergency calls shall be within ONE HOUR;
  - i. Meet with the CCSU Environmental Health & Safety Department prior to commencing work or as required by the CCSU Environmental Health & Safety Department;
  - j. Be responsible for any costs associated with any Fire Watch required by the State of CT or by CCSU which is a result of delays caused by the Contractor;
  - k. Provide individual quotes that clearly show labor costs (anticipated manhours x contracted hourly labor rate) and Contractor cost for parts/supplies plus contracted markup for any Agency-requested alterations, repairs or replacements.
  - l. Obtain Agency permission prior to providing a substitute contractor or substitute contractor workforce, or prior to hiring a subcontract for excavation or other work.
- 1.2 Contractor shall comply with all applicable federal, state and municipal laws, ordinances, building, and construction codes. Contractor and its employees shall acquire and possess all required permits and licenses. Contractor shall be responsible for the payment of all fees associated with these permits, licenses and inspections.
- 1.3 Representations and Warranties: The Contractor represents and warrants that material, parts, and equipment shall be in good working order in accordance with generally and currently accepted principles and practices. When applicable, the Contractor shall assign or otherwise transfer to the Agency, or afford the Agency the full benefits of any manufacturer's warranty for the material, parts, and equipment, to the extent that such warranties are assignable or otherwise transferable to the Agency. In the event that any repair made by the Contractor fails within twelve (12) months after the repair was made, Contractor shall at no additional cost to the Agency/University effectuate another repair unless the failure was due to defect in a part or material covered by the manufacturer or supplier's warranty. This obligation shall survive termination or expiration of this Contract.
- 1.4 Professional Standards: In rendering services under this Agreement, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Contractor agrees to provide to CCSU in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of CCSU, such services as CCSU requests, provided in the Agreement.
- 1.5 Contractor's Standards of Conduct
- a. In order to insure the orderly and efficient performance of duties and services at CCSU and to protect the health, safety and welfare of all members of CCSU community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
- vi. Unauthorized use of Agency vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

b. Violation of Standards: Contractor will require its employees to comply with the standards listed in 1.1(d) and 1.2(a) above. CCSU may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(d) or 1.2(a) above, or in violation of any law or standards adopted by CCSU from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of CCSU, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

**II. TERM OF THE AGREEMENT**

The term of the Agreement shall be for thirty months beginning on February 1, 2016 and expiring on July 31, 2018. The contract may be extended for one (1) additional two year period or parts thereof by a formal written contract amendment signed by the parties hereto and approved by the Office of the Attorney General.

**III. COST AND PAYMENTS**

Total amount of contract shall not exceed \$\_\_\_\_\_ for the work performed in accordance with this agreement. Payment shall be made to the Contractor by way of check or ACH. Contractor shall be paid upon the submission of invoices to the Agency Representative.

Price PER QUARTERLY INSPECTION –

Unless otherwise noted, all buildings have dry and/or wet systems and Stand Pipes

COPERNICUS HALL	\$	VANCE ACADEMIC CENTER	\$
GALLAUDET HALL	\$	DAVIDSON HALL	\$
BARROWS HALL	\$	FOUNDATIONS BLDG COCCOMO CIRCLE	\$
SHERIDAN HALL	\$	ARUTE FIELD HOUSE (STADIUM)	\$
JAMES HALL	\$	DILORETO HALL	\$

VANCE HALL	\$	BEECHER HALL	\$
WELTE HALL	\$	ENERGY CENTER	\$
EAST HALL	\$	KAISER HALL	\$
CARROLL HALL	\$	ITBD (185 Main Street)	\$
SAM MAY HALL	\$	STUDENT CENTER	\$
SETH NORTH HALL	\$	MARCUS WHIITE	\$
SOCIAL SCIENCE HALL	\$	MID CAMPUS RESIDENCE HALL	\$
PUBLIC SAFETY BUILDING	\$	NORTH DINING FACILITY	\$
STUDENT CENTER PARKING GARAGE (Stand Pipe, no tampers/flows)			\$
VANCE PARKING GARAGE (Stand Pipe, no tampers/flows)			\$
BURRITT LIBRARY (Stand Pipe, flows/tampers no other system)			\$
WELTE PARKING GARAGE (Stand Pipe, tampers no other system)			\$
MALONEY HALL (Sprinklers in janitor closets with riser)			\$
BARNARD HALL (Stand Pipe, flows/tampers no other system)			\$
EARLY LEARNING (1285 East St) (Small riser 12 heads, no tampers)			\$
KAISER ANNEX (less than 12 heads, 2 tampers and 1 flow)			\$
SOUTH PUMP HOUSE			\$
NORTH PUMP HOUSE			\$
EAST (COPERNICUS) PUMP HOUSE			\$

TOTAL for all buildings, per quarter \$\_\_\_\_\_

WEEKLY RUN TESTING at PUMP HOUSES (if requested) \$ each test

One (1) five-year pressure test for all stand pipes \$\_\_\_\_\_

Annual full flow test for all three pump houses \$\_\_\_\_\_

Internal inspection of all systems within 2 years of award \$\_\_\_\_\_

**REPAIRS if authorized by the Agency Representative**

Hourly rate for repairs above and beyond inspection and testing –

Regular Hours (M-F, 8:00 am – 5:00 pm) \$

Nights & Weekends \$

Holidays\* \$

Parts – Markup from Cost on supplier invoice \_\_\_%

\* Holidays shall be defined as New Year’s Day, the Fourth of July, Thanksgiving Day and Christmas Day.

**IV. TERMINATION OF AGREEMENT**

- a. Either party may terminate this Agreement at any time by giving thirty (30) days’ written notice to the other party. Notice of termination shall be delivered by overnight courier or via United States first class mail, postage prepaid, return receipt requested. This Agreement shall be considered terminated 30 days from the date upon which notice is received by the non-terminating party.

- b. Termination in the event of default: In the event the Contractor fails to perform in accordance with any of the terms, conditions or obligations of this Agreement, the Agency shall notify the Contractor, in writing, and delivered by overnight courier or via United States first class mail, postage prepaid, return receipt requested, of the specific nature of the Contractor's default. If the Contractor fails to correct or remedy said default within three (3) calendar days of Contractor's receipt of written notice from the Agency, the Agency may, at its discretion, immediately terminate this Agreement. The Agency shall provide the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

**V. NONDISCRIMINATION:**

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital

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

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each Contractor 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, Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor 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.

## **VI. EXECUTIVE ORDERS**

Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

## **VII. CAMPAIGN CONTRIBUTION RESTRICTIONS**

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more, or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 11 (reproduced and inserted below).



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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## **VIII. INDEMNIFICATION**

a. The Contractor shall indemnify, defend and hold harmless the State of Connecticut ("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 this Agreement, 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 Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.

d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, 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 Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Agreement. The Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

f. This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

## **IX. CONTRACT ASSIGNMENT**

No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the Connecticut State University System.

## **X. CONFIDENTIAL INFORMATION**

a. The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

b. For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

#### **XI. STATE LIABILITY**

The State of Connecticut shall assume no liability for payment of services under the terms of this Agreement until the Contractor is notified that this Agreement has been accepted by CCSU and, if applicable, approved by the office of the Attorney General of the State of Connecticut.

#### **XII. CLAIMS AGAINST THE STATE**

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

#### **XIII. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

#### **XIV. LEGAL FORCE AND EFFECT**

This contract shall have no legal force and effect until it is approved as to form and signed by a representative of the Office of the Attorney General of the State of Connecticut. The State of Connecticut shall assume no liability for performance of services under the terms of this agreement until the contractor is notified that this agreement has been accepted by Central Connecticut State University and, as to the form of the contract, by the Attorney General of the State of Connecticut.

#### **XV. SEVERABILITY**

If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

**XVI. ENTIRE AGREEMENT**

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

**XVII. SOVEREIGN IMMUNITY**

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

**The Contractor:**

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

Name: \_\_\_\_\_

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

**Central Connecticut State University:**

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

Name: \_\_\_\_\_

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

Statutory Authority C.G.S. 10a-151b

**Attorney General's Office:**

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

Name: \_\_\_\_\_

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