

Agreement between Western Connecticut State University and DATTCO, Inc. for the Operation of a Shuttle Bus Program

This Agreement for Campus Shuttle Services (the "Agreement or "Contract") is made and entered into by and between Western Connecticut State University with campuses located at 181 White St., Danbury, CT and Lake Avenue Extension, Danbury, CT 06810 (hereinafter the "University"), and DATTCO, Inc., with offices located at 583 South St., New Britain, CT 06051 (hereinafter the "Contractor") who agree as follows:

1.0 Agreement/Term: The term of this agreement shall be from the effective date of July 1, 2014 or upon the signature of the State of Connecticut's Office of the Attorney General, whichever is later, until and including June 30, 2019. Any modification to this Agreement shall be set forth in a written amendment thereto, signed by the Contractor, the University and the State of Connecticut's Office of the Attorney General.

2.0 Scope of Services

2.1 Shuttle Services: Contractor shall provide and operate shuttle buses which provide for adequate, timely, and safe transportation of students, faculty, and staff between the University's Midtown and Westside Campuses and noted the locations referenced in section 2.3 below.

2.2 Hours of Operation During the Academic Year: During the University's Academic Year, which typically commences in late August and concludes in early May, the shuttle bus program shall operate in accordance to the schedule published by the University. The University shall provide a comprehensive schedule of operations and an annual purchase order against this Agreement for the operation of the shuttle bus program for the academic year on or around August 1 of each year. During normal operations throughout the Academic Year, the number of buses operating during the week will range from two (2) to six (6), and (1) one on weekends.

2.3 Schedule of Service: The shuttle buses shall operate on a continuous loop and make nine (9) routine stops to pick up/drop-off passengers, with three (3) stops at the Midtown Campus, four (4) stops at the Westside Campus, one (1) stop in downtown Danbury, and one (1) stop on Lake Ave Extension near the Stop & Shop supermarket. On weekends, the shuttle route shall include a stop at the Danbury Fair Mall, located at 7 Backus Avenue, Danbury, CT 06810. At a rider's request, for drop-off purposes only, the shuttle shall stop at the Danbury Metro North train station, located at One Patriot Drive, Danbury, CT 06810 and at the Hart Bus Pulse Point Stop, located on Kennedy Ave, Danbury, CT 06810. Shuttle stops made by the Contractor beyond those designated by the University may result in termination of the Agreement.

2.4 Shuttle Bus Routes: The shuttle buses shall use the same route at all times to the maximum possible extent. The route shall be established by the University. Deviations from the standard route due to accidents, traffic delays, construction, etc. must be reported to the

Director of Campus & Student Centers and Auxiliary Services via telephone or email. .
The shuttle must return to its normal route as soon as road conditions permit.

- 2.5 Shuttle Bus Compliance and Identification: Contractor shall provide clean, well maintained, and operationally safe and sound buses in a color other than yellow. The buses shall be of a commercial manufacture of not earlier than 2005 with a single deck design, contain individual seating facing the front of the bus as opposed to bench or row seating, have air conditioning, and have functional DVD player(s). Shuttle buses shall operate in conformance and accord with all Federal and State of Connecticut Department of Motor Vehicle regulations. The University reserves the right to request that a bus be removed from the shuttle fleet based on safety or other concerns and that the Contractor will replace the removed bus. Contractor shall apply appropriate decals and identifications which prominently identify the shuttles as the "Colonial Shuttle". The "Colonial Shuttle" identification shall be prominently displayed on the buses regularly used for the shuttle program. Decals and identifications shall be affixed to the exterior of the shuttle bus and be large enough to visually identify the bus. The University shall provide the decal design and specification to the Contractor. Contractor shall be responsible for affixing the decals and markings to the shuttle buses. The University shall compensate the Contractor at cost for the markings and installation. If a temporary vehicle is utilized, a sign large enough to read from outside the vehicle must be in clear sight.
- 2.6 American Disability Act (ADA) Compliance: Contractor shall comply with all Federal Regulations on the ADA Accessibility Specifications for Transportation Vehicles. Contractor shall operate vehicles which are handicapped accessible, able to accommodate wheelchair bound persons, and conform to federal and state motor vehicle laws and regulations regarding safe operation. At least fifty percent (50%) of the buses operated on the University's shuttle bus route shall be ADA compliant with the exception of those buses that are used on a temporary basis as a second bus operating directly behind the primary bus as a tandem. The University will identify with the Contractor which buses need to be ADA compliant.
- 2.7 Shuttle Bus Drivers: All drivers must be properly licensed and follow Federal and State of Connecticut motor vehicle laws and regulations. The University reserves the right to request a driver be removed from the University's shuttle program. In support of the shuttle bus program, the University shall designate locations on the Campus to accommodate short term driver restroom and food breaks during operating hours.
- 2.8 Driver Uniforms and Identification: The shuttle bus driver's uniforms and attire shall be provided by the Contractor and approved by the University. While operating buses, the shuttle bus drivers shall prominently display identification and licenses to operate.
- 2.9 Snow Days/Class Cancellation or Delays: The Contractor shall not charge for days when the bus is cancelled due to inclement weather or times of general campus closure. When classes are delayed, the buses shall commence operation one (1) hour prior to the start of classes to give the students ample time to get to class. When classes are dismissed early, the bus shall operate one and one-half (1 and 1/2) hours after the last class to give students time to return to their residence halls. Contractor shall be advised by the University as to the times of delays and/or cancellations.

- 2.10 Communication Devices: The Contractor shall be required to supply and utilize communication devices which allow for reliable real time communication between the shuttle bus drivers, Contractor's dispatch center, the University, and, in the event of an emergency, 911. The make and model of the devices used shall be at the discretion of the awarded Contractor. The Contractor shall provide the University with a communication device to remain in contact with Contractor and drivers.
- 2.11 Breakdown Service: Contractor shall notify the University immediately in the event of a breakdown and must have a replacement bus available within one (1) hour of breakdown. Failure to comply with this stipulation shall result in non-payment for that day. Contractor shall not be excused from ADA compliance in the event of a breakdown.
- 2.12 Emergency Contingency: Contractor shall provide and maintain a plan which allows for the allocation of additional buses to handle an emergency at the University (ie; evacuation of the campus due to a power outage on one of the University's campuses necessitating the need to transport people to the other operating campus, etc). The plan shall be provided within thirty (30) days of Agreement execution and confirmed or updated on an annual basis. Should additional buses be allocated to handle an emergency, the cost of the buses shall be at University expense.
- 2.13 Passenger Safety: During the operation of the shuttle buses, Contractor and its drivers shall observe and enforce a "no standee" policy. All bus passengers shall be seated in their own seat during bus operations. Buses shall not operate beyond stated seating capacity levels. Passenger safety shall be the highest priority. If warranted, the University's Police Department shall be contacted. Any passenger who refuses to comply with driver instructions shall be referred to the Director of Campus & Student Centers and Auxiliary Services
- 2.14 Ridership Reports: The Contractor must maintain accurate rider reports for each day that the shuttle buses run. These reports shall show ridership counts at the time and location of each stop. Ridership reports shall be forwarded to the University Director of Campus & Student Centers and Auxiliary Services within five (5) days of the service date. The University shall provide Contractor a sample ridership report form. At all stops, drivers shall be required to ask riders to provide a valid WestConnect identification card. If requested by the University, during the time of this Agreement, Contractor shall allow card readers to be installed in the shuttle buses to replace the rider report form in support of verifying rider volume. Readers shall be supplied by the University with installation being a joint effort by University staff and Contractor's staff, with the Contractor providing a daily download of the reader's stored information.
- 2.15 Operational Adjustments: Based on the ridership reports as noted in section 2.14, the University may decide at its discretion to adjust upward or downward the number of buses utilized or hours of operation. A minimum three (3) day notice shall be provided by the University in the event of an increase or reduction in buses or hours of operation.
- 2.16 Global Positioning System: Contractor agrees to work with the University to implement a web based Global Positioning System (GPS) to allow for the campus community to monitor the shuttle bus locations on the shuttle bus route. The University shall contract with a third party to secure all hardware and software needed to implement this program. Contractor agrees to install any hardware needed to support this program on its buses at its expense. The University or its third party provider shall retain ownership of any hardware or software utilized.

- 2.17 Wi-Fi Capability: Contractor's buses shall be equipped with a Wi-Fi capability, at Contractor's expense.

3.0 Financial Scope

- 3.1 Shuttle Bus Rates: The University shall compensate Contractor per hour of operation per vehicle via the hourly rate schedule detailed in Exhibit "A". The hourly rates detailed in Exhibit A shall be firm for the duration of the Agreement.
- 3.2 Value of the Agreement: This Agreement shall carry a total not to exceed value of four million five hundred thousand dollars (\$4,500,000). Any expenditure exceeding the above not to exceed value of four million five hundred thousand dollars (\$4,500,000) shall require a written amendment to this Agreement signed by the parties and approved by the Office of the Attorney General. Contractor shall promptly notify the University in sufficient time to execute and obtain approval for any such amendment should it reasonably appear the maximum value could be exceeded during the term of the Agreement.
- 3.3 Billing and Payment Terms: Contractor shall invoice the University monthly for the shuttle bus services rendered. Contractor shall invoice the University for actual hours of operation only. Contractor's invoice shall detail the types of buses operating, hourly rates, and hours of operation. Payment shall be Net 45 days after receipt of invoice. Invoices shall be emailed to the Director of Campus & Student Centers and Auxiliary Services. Any discrepancies with an invoice will be brought to the attention of the Contractor as soon as discovered by the University.
- 3.4 Performance Bond: The Contractor shall furnish a performance bond in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) made payable to Western Connecticut State University. Such bond shall be furnished within fifteen (15) days of the execution of this Agreement by the Contractor. The bond shall have as surety thereto such surety company or companies authorized to do business in Connecticut as are listed in the most recent Department of the Treasury circular #570. The performance bond shall be in effect for the entire term of this Agreement, with renewal annually upon the anniversary date if acceptable to the University. The performance bond shall provide that in the event of non-renewal, the University's Purchasing Office and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the Agreement. In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety in force shall be cause for termination. The term of the bond shall be one (1) year, and it may be extended by the surety by Continuation Certificate. However, neither nonrenewal by the surety, nor the failure or inability of the Contractor to file a replacement bond in the event of nonrenewal, shall itself constitute a loss recoverable under the bond or any renewal or continuation thereof.

4.0 Standard Terms and Conditions

4.1 Termination

- (a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all University all records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs

incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.

- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

4.2 Deviations and Exceptions: No exceptions to or deviations from the terms of this Agreement shall be permitted. In the event the Contractor wishes to modify the terms of this Agreement, a request for such modification shall be submitted in writing to the University's Chief Financial Officer or his or her designee. Any modification to this Agreement shall be set forth in a written amendment thereto, executed by the parties and approved by the Office of the Attorney General of the State of Connecticut.

4.3 Construction and Effect: A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

4.4 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.

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

except that the Contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the Contractor.

4.6 Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State 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.

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

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

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every sub contract 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 sub contract 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.

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

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



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

- 4.10 Whistleblower Provision: 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.
- 4.11 Safety Requirements: All services provided by the Contractor to the State of Connecticut must comply fully with all safety requirements as set forth by the Connecticut General Statutes and the Regulations of Connecticut State Agencies, and all applicable Occupational Safety and Health Administration ("OSHA") Standards. The Contractor will provide the University with a copy of any report received from the United States Department of Health, OSHA, the United States Department of Labor, or any other official federal, state or municipal inspection agency within forty-eight (48) hours of the Contractor's receipt of such report.
- 4.12 Vendor Tax Delinquency: Vendors who have a delinquent Connecticut tax liability may have their payments offset by the State of Connecticut
- 4.13 Notice: Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To University: Western Connecticut State University
 Attention: Mark R. Case
 Director of Administrative Services
 181 White Street
 Danbury, CT 06810

and Western Connecticut State University
 Attention: Paul M Simon
 Director of Campus & Student Centers and Auxiliary Services
 181 White St.
 Danbury, CT 06810

To the Contractor: DATTCO, Inc.
 Attention: Paul DeMaio, Jr.
 Director of Operations
 583 South St.

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

4.14 Indemnification

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

4.15 Excused Performance: If because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this agreement, with the exception of moneys already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this agreement may be extended for a period of time equal to the time that such default in performance is excused.

4.16 Professional Standards: In rendering services under this contract, 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 contract, the Contractor agrees to provide to University in a good and faithful manner, using commercially reasonable efforts and in a manner that shall promote the interests of University, such services as University requests, provided in the contract.

4.17 Contractor's Standards of Conduct

(a) In order to insure the orderly and efficient performance of duties and services at University and to protect the health, safety and welfare of all members of University 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 University rules and procedures;
- vi. Unauthorized use of University 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.

4.18 Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 4.17 (a) above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards noted herein, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

4.19 Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic 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.

4.20 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.

- 4.21 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 the University. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Western Connecticut State University

CGS10a-151b

By: Paul Nash

Its: Vice - President, Finance & Administration

Dated: 4-14-14

DATTCO, Inc.

By: Cheryl Johnson

Its: Chief Operating Officer

Dated: 4-9-14

Approved as to form:

Office of the Attorney General of the State of Connecticut

By:  ASSOC. ATTY. GENERAL Joseph Rubin

Dated: 4/23/14

Exhibit A
Pricing Schedule

Section 1: Hourly Rate Schedule per Hour of Operation per Vehicle

Fiscal Year 15 (July 1, 2014 – June 30, 2015): \$58.75/hr.
Fiscal Year 16 (July 1, 2015 – June 30, 2016): \$60.51/hr.
Fiscal Year 17 (July 1, 2016 – June 30, 2017): \$62.33/hr.
Fiscal Year 18 (July 1, 2017 – June 30, 2018): \$64.19/hr.
Fiscal Year 19 (July 1, 2018 – June 30, 2019): \$66.12/hr.

Section 2: Allocation for cost of materials and installation of bus identification signs: Not to Exceed \$3,000.00, with compensation to the Contractor made by the University at cost.