

CONTRACT

Between

CONNECTICUT GENERAL ASSEMBLY

Acting by its

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

AND

DESMAN, INC.

ARCHITECTURAL AND ENGINEERING SERVICES

JCLM19REG0019

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This contract (the "Contract") is between, **DESMAN, Inc.** ("Contractor"), and **the Joint Committee on Legislative Management ("JCLM") on behalf of the CT General Assembly ("CGA")** in accordance with Connecticut General Statutes (Statute).

The provisions in the Attachments supersede any conflicting provisions in the Contract.

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

- (a) Bid: A Bid submitted in response to a Solicitation.
- (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the CGA classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the CGA; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the CGA, the Contractor, or the State.
- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the CGA for any or all Goods or Services at the Solicitation price.
- (f) Contractor: A person or entity who submits a Solicitation response and who executes a Contract.
- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

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- (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Attachment A.
- (k) Goods or Services: Goods, Services or both, as specified in the Solicitation and set forth in Attachment A.
- (l) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (m) Services: The performance of labor or work, as specified in the Solicitation and set forth in Attachment A.
- (n) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services, even if the CGA has statutes, regulations and procedures which overlap DAS's. However, to the extent that the CGA has statutes, regulations or procedures which the CGA determines in its sole discretion to be inconsistent with DAS's, the CGA's shall control over those of DAS's.

The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in Attachment A.

- (o) State: The State of Connecticut, including the CGA and any office, department, board, council, commission, institution or other CGA of the State.
 - (p) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (q) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Contracting Vehicle. The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID" IT'S USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid,

“as used in this Contract shall be read to mean “Request for Proposals,” “Proposal” and “Proposer” or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Attachment A. For purposes of this Contract, to perform and the performance in Attachment A. is referred to as “Perform” and the “Performance.”
4. Rejected Items; Abandonment.
 - (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any CGA premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The CGA may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of the CGA premises and any other location which the CGA or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the CGA’s part, in the CGA and the State to use or dispose of the Rejected Goods and Contractor Property, in the CGA’s sole discretion, as if the Rejected Goods and Contractor Property were the CGA’s or State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the CGA or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the CGA shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the CGA no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the CGA and all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the CGA and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

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- (b) The Contractor shall secure from each Contractor Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section.
5. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Attachment A and at the prices set forth in Attachment B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the CGA to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Attachment B.
6. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CGA unless made in writing, and signed by both parties.
7. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the CGA. The CGA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the CGA for a breach is without prejudice to the CGA's or the State's rights or possible Claims.
8. Termination.
- (a) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may Terminate the Contract whenever the CGA makes a written determination that such Termination is in the best interests of the CGA. The CGA 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 CGA, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The CGA 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 CGA for purposes of correspondence, or by hand delivery. Upon receiving the notice from the CGA, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the CGA all Records. The Records are deemed to be the property of the CGA and the Contractor shall deliver them to the CGA 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 CGA 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 CGA, the Contractor shall cease operations as the CGA directs in the notice, and take all actions that are necessary or appropriate, or that the CGA may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the CGA 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 CGA shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the CGA in accordance with Attachment A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the CGA is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the CGA, the Contractor shall assign to the

- CGA, or any replacement contractor which the CGA designates, all subcontracts, purchase orders and other commitments, deliver to the CGA all Records and other information pertaining to its Performance, and remove from CGA premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the CGA may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA 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 CGA.
9. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the CGA deems to be necessary or appropriate.
10. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the 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 CGA believes that the Contractor has not performed according to the Contract, the CGA may withhold payment in whole or in part pending resolution of the Performance issue, provided that the CGA notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Attachment B.
11. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
12. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for the CGA, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The CGA shall invoice the Contractor for all such purchases to the extent that they

exceed the costs and expenses in Attachment B and the Contractor shall pay the CGA's invoice immediately after receiving the invoice. If the CGA does not Terminate the Contract, the CGA will deduct such open market purchases from the Contract quantities. However, if the CGA deems it to be in the best interest of the CGA, the CGA may accept and use the Goods and/or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the CGA.

13. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The CGA shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any), be signed and comply with all other State and CGA requirements, particularly the CGA's requirements concerning procurement. Purchase orders issued in compliance with these requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The CGA may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the CGA shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order.

14. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the CGA 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 CGA 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 uncopied 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 CGA harmless from any liability arising due to the negligence of the CGA or any other person or entity acting under the direct control or supervision of the CGA.
- (c) The Contractor shall reimburse the CGA for any and all damages to the real or personal property of the CGA caused by the Acts of the Contractor or any Contractor Parties. The CGA 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 CGA is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the CGA to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration

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page and (3) the additional insured endorsement to the policy to the CGA prior to the Effective Date of the Contract evidencing that the CGA is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the CGA. The CGA shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CGA or the CGA is contributorily negligent.

- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

15. 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.

16. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the CGA's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

18. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

19. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the CGA loading dock or receiving platform. The receiving personnel of the CGA are not required to assist in this process. The decision of the CGA as to reasonable compliance with

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delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

- (b) In order for the time of delivery to be extended, the CGA must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the CGA unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the CGA upon Title vesting in the CGA.

20. Goods Inspection. The CGA shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the CGA may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

21. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, the CGA may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then the CGA may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the CGA.

22. Setoff. In addition to all other remedies available hereunder, the CGA, in its sole discretion, may setoff (1) any costs or expenses that the CGA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the CGA and (2) any other amounts that are due or may become due from the CGA to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the CGA. The CGA's right of setoff shall not be deemed to be the CGA's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the CGA.

23. Force Majeure. The CGA and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

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24. Advertising. The Contractor shall not refer to sales to the CGA for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the CGA's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The CGA may Terminate the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, represents and warrants to CGA for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the CGA under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the CGA; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to the CGA in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the

Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the CGA, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (R) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (S) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the CGA upon complete installation, testing and acceptance of the Goods or Services and payment by the CGA;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the CGA all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the CGA;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without the CGA's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the CGA's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the CGA shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the CGA, or afford the CGA the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the CGA.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates “motor vehicles,” as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

30. Attachments. All attachments referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. Non-discrimination.

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public CGA, 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 CGA of a subdivision, CGA, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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- (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.

32. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
33. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public CGA 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 CGA 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.
34. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

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- (c) **Professional Liability:** \$1,000,000 limit of liability.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
35. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
36. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
37. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."
38. **Contractor Changes.** The Contractor shall notify the CGA in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the Performance.
- This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The CGA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the CGA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the CGA in accordance with the terms of the CGA's written request. The CGA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.
39. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

40. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CGA, State and its agents.
- (c) The CGA or State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the CGA or State suspects fraud or other abuse, or in the event of an emergency, the CGA or State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the CGA/State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The CGA or State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the CGA or State and its agents in connection with an audit or inspection. Following any audit or inspection, the CGA or State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

41. Background Checks. The CGA may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the CGA procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the CGA and its agents in connection with such background checks.

42. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

43. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, CGA employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

44. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

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- (b) The Contractor shall exercise all reasonable care to avoid damage to the CGA property or to property being made ready for the CGA's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CGA.
45. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
46. Confidential Information. The CGA will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the CGA receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the CGA will endeavor to keep said information confidential to the extent permitted by law. The CGA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CGA or the State have any liability for the disclosure of any documents or information in its possession which the CGA believes are required to be disclosed pursuant to the FOIA or other requirements of law.
47. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
48. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the CGA. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively

or collectively and without such election being deemed to prejudice any rights or remedies of the CGA, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

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

49. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public CGA and a person for the performance of a governmental function shall (a) provide that the public CGA is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public CGA in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

50. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

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

52. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

53. Certification as Small Contractor or Minority Business Enterprise. The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

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

55. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CGA or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the CGA and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the CGA and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the CGA in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

Contract Document

Contract Title: Architectural and Engineering Services

Contract # JCLM19REG0019

56. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the CGA for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

57. Anti-Trust

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

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

DESMAN, Inc.

CONNECTICUT GENERAL ASSEMBLY

By: Anup Chhabra
Anup Chhabra (Apr 29, 2020)

By: James E. Tamburro
James E. Tamburro (Apr 29, 2020)

Anup Chhabra
Name

James E. Tamburro
Name

Title: Executive Vice President

Title: Executive Director
Joint Committee on Legislative Management

Date: Apr 29, 2020

Date: Apr 29, 2020

1. Recitals

- 1.1. WHEREAS, the CGA desires to enter into this Contract for architectural and engineering services to work on specific projects at the State Capitol Complex, which includes the State Capitol Building, Legislative Office Building, Legislative Office Parking Garage, their surrounding grounds, Minuteman Park, and the Old State House;
- 1.2. WHEREAS, the CGA solicited proposals for architectural and/or engineering services to work on specific projects at the State Capitol Complex;
- 1.3. WHEREAS, the Contractor submitted a Proposal for architectural and/or engineering services dated June 14, 2019;
- 1.4. WHEREAS, the CGA has, through a process conforming to the requirements of Connecticut General Statutes Section 2-71p, accepted the Proposal submitted by the Contractor.
- 1.5. NOW, in consideration of this Contract herein contained, the parties agree as follows.

2. Scope of Work

- 2.1. The Request for Proposal dated May 13, 2019 and the Proposal dated June 14, 2019 are incorporated by reference into this Contract. Should there be any conflict between the above-mentioned documents, the terms and conditions of this Contract shall take precedence.

2.2. Location

The Contractor shall perform the following architectural and/or engineering services under this Contract at the Legislative Office Building's Parking Garage, including its underground garage, located at 300 Capitol Avenue in Hartford, CT.

2.3. Services

- 2.3.1. The Contractor shall perform parking-related planning and design as well as architectural and engineering services under this Contract:
 - a) Develop architectural and/or engineering design studies for potential projects;
 - b) Complete budget development for potential projects;
 - c) Prepare specifications and drawings for potential projects;
 - d) Rehabilitate the Legislative Office Building parking facilities;
 - e) Assist the CGA in preparation of Request for Solicitations (RFS) or defined as Request for Bids, Proposals and/or Quotes;
 - f) Provide construction administration services for assigned projects including periodic review of works in progress and completed projects to ensure compliance with drawings and specifications;
 - g) Contract for and review the drawings and specifications prepared by specialty design consultants;
 - h) Commission completed projects to ensure that they meet with the project drawings and specifications; and
 - i) Assist the CGA in the review of invoices for construction work in progress in which construction contractors submit progress payment requests on American Institute of Architecture (AIA) forms directly to the architect or engineer on record for approval.

2.4. Project Phases

2.4.1. The Contractor shall be responsible for completing the following project phases, though not all phases will be required for all projects:

- a) Study: Investigate the issue presented in an effort to gather sufficient information to then work to develop a resolution;
- b) Design Development: Utilize the information gathered in the Study phase to design a solution to client's issue;
- c) Construction Documents: Provide documentation of the solution to the issue which can be utilized in an RFP or RFB for a contractor to implement this solution;
- d) Bidding: Provide support during this phase for answers to questions or for Proposal review;
- e) Construction Administration: Provide administrative review over the construction process once the Contract has been awarded. This often includes walkthrough visits of the site, preparation of meeting minutes, incremental inspection of the work, and review of contractor applications for payment; and
- f) Commissioning: Ensure that the work has been completed in compliance with the original construction documents.

2.4.2. The CGA will require these services from time to time and does not guarantee that any minimum amount of consulting services will be requested.

2.5. Project Requests

2.5.1. Initiation of Project Requests

- a) When initiating a project request, the CGA shall submit a work request to the Contract, which in turn, the Contractor shall submit a Scope of Work proposal to the CGA Facilities Group and a copy to the Procurement Group.
- b) The Scope of Work Proposal shall include the following:
 - i. A summary of the specific work summarized by the project phases listed in Section 2.4 of this Contract;
 - ii. The cost for each project phase broken down by the Contractor's fees and any subcontractor fees; and
 - iii. The duration of each project phase.
- c) Upon receipt, review, and approval of the Scope of Work proposal, the CGA shall return to the Contractor a Scope of Work Agreement to be signed by both parties. Any purchase orders issued shall be based upon the signed Scope of Work Agreement.

2.5.2. Project Budget

The Contractor shall provide updated budget estimates for the project as part of the Study, Design Development, and Construction Document phases. The Contractor should also present alternate approaches that may reduce schedule or budget impacts. The Contractor shall monitor project costs during every phase of a project.

2.5.3. Fees

Fees outlined in the Scope of Work Agreement shall be "Not to Exceed" lump sums for each phase described above. These lump sum amounts shall be based upon the hourly fee structure as set forth in this Contract.

2.6. Subcontractors/Consultants:

2.6.1. The CGA recognizes that there may be circumstances or projects occurring during the contract period when the CGA or the awarded respondent determines it is necessary to

bring in subcontractors/consultants. The Contractor may recommend the use of additional specialized subcontractors and/or technical consultants. The Contractor shall include detailed information in a proposed Scope of Work letter regarding these services, outlining when such additional services will be required and who will be providing them. The CGA or its designated representative may approve additional consulting or subcontracting work whenever the CGA determines it is necessary for any project. A signed Scope of Work Agreement and signed purchase order are required before a subcontractor can begin work. Any payments made to these subcontractors shall be billed and paid through the Contractor.

2.6.2. Any consultants or subcontractors utilized for any projects under this Contract must be acceptable to the CGA and be approved in writing by representatives of the JCLM prior to the consultant or subcontractor starting any work on the project. The Contractor shall assume responsibility for all services offered under this Contract whether they are provided by the respondent or a subcontractor. The awarded respondent shall be the sole point of contact with regard to all matters, including subcontractor performance.

2.7. Staffing

No person hired by the Contractor is an employee of the CGA. The Contractor acknowledges its duty to obtain, supervise, compensate, and take responsibility for the performance of its employees. Such responsibility shall also require adherence to all applicable state and federal laws and regulations, including, but not limited to those concerning taxes, labor practices, wage rates, unemployment, nondiscrimination, and worker's compensation insurance.

2.7.1. The Contractor also agrees to the following provisions:

- a) Sexual Harassment: The CGA reserves the right to request removal of any employee from this Contract who violates the Standards of Conduct or Sexual harassment policy as defined by the Connecticut General Assembly Employee.
- b) Staff Competency: The Contractor shall employ on the premises only persons skilled and trained in the work assigned to them.
- c) Staff Performance: The CGA, in its sole discretion, can determine that any person employed by the Contractor is not performing in accordance with the standards outlined in this Contract. Upon receiving written notification, the Contractor shall remove said employee from the facilities subject to this Contract and shall promptly substitute another employee. The Contractor shall promptly furnish qualified substitutes for any employees that, in the sole opinion of the CGA, are unsatisfactory.

2.8. Use of Premises

The premises will be occupied during the performance of work; therefore, it will be necessary to provide CGA with a schedule in advance when work will take place so that arrangements may be made for safe ingress and egress by building personnel, parking of vehicles, directing of traffic, delivery of goods, mail, etc. The work shall not interfere with normal, continuous, and safe operation of the building and site. Nothing contained in the specifications shall be interpreted as giving the Contractor exclusive use of the premises.

2.9. Licensure

The Contractor shall maintain the Professional Architecture and/or Engineering licensure by the State of Connecticut Department of Consumer Protection for the Contractor firm as well as any

individual staff members or subcontractors assigned to work under this Contract, continuously throughout the term of this Contract.

2.10. Job Meetings

The Contractor and the CGA shall attend regularly scheduled job meetings throughout the duration of the projects which will be scheduled at mutually agreeable times. The Contractor and the CGA shall mutually agree upon whether such job meetings be attended in person or via conference call.

3. Contract Term

The Contract will be in effect from the date this Contract is executed by both Contractor and the CGA (the "Effective Date") through September 30, 2024. The State in its sole discretion may extend this Contract for additional terms beyond the original term, prior to termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

In the event that the Contractor has not completed work for an on-going project at the time of the expiration of this Contract, the term will automatically continue until completion of the project.

4. Conditions

The Contractor shall submit the documentation listed in Attachment C with this Contract and update as necessary, for the duration of this Contract, before a purchase order is authorized.

5. Compensation

5.1. This is a services contract based on hourly rates listed in Attachment E of this Contract and any signed purchase orders issued pursuant to this Contract. Purchase orders shall reflect the fee structure and per-hour charge for consultant staff as included in Attachment E. An early discount of one (1%) percent shall apply if payment is made within thirty (30) days.

5.2. A signed scope of work and purchase order is required before work can begin on any project. The CGA reserves the right to deny payment for any work that is accomplished prior to the date of the signed purchase order.

5.3. If the financial situation or structural makeup of the Contractor should change during the duration of the Contract, the Contractor shall notify the CGA immediately in writing.

5.4. The Contractor shall only bill for, and will only be compensated for, the actual costs incurred by the technical consultant or subcontractor. Any payments made to technical consultants or subcontractors shall be billed and paid through the Contractor.

5.5. Compensation under this Contract is contingent upon funding being available for this purpose.

5.6. Reimbursements

There shall be no reimbursements for administrative costs or travel except where there is an excessive outlay of resources made by the Contractor for which the Contractor obtains approval from the CGA prior to the expenditure being incurred. Any allowed expense reimbursements shall be supported by detailed paid receipts for charges incurred prior to payments being made by the CGA. Credit card slips or statements are not acceptable.

5.7. Markup

The Contractor shall not bill for, and will not be compensated for, any markup fee for technical consultant or subcontractor work. The Contractor shall only bill for, and will only be compensated for, the actual costs incurred by the technical consultant or subcontractor. Any payments made to technical consultants or subcontractors shall be billed and paid through the Contractor.

5.8. Payment Terms

Payment terms under this Contract are set forth in Attachment B. Payments shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice.

Unless otherwise specified in this Contract, payments for Goods and/or Services shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice. Payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/or Services (in arrears) in accordance with Conn. Gen. Stat. §4a-71, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. §4a-60g.

5.9. Escalation

An annual inflationary increase of three (3%) percent as stated in Attachment B of this Contract. Such annual inflationary increase will be automatically applied to the hourly rates outlined in the Contract on each anniversary of the contract term. Invoices shall include "Not to Exceed" lump sums based on the rates applicable at the time the services are rendered or goods were provided. It is the responsibility of the Contractor to submit invoices that account for this Annual Percentage Inflationary Increase. Invoices including "Not to Exceed" lump sums based on the old rate will be returned by the CGA to the Contractor for revision and resubmittal.

Billing rates utilized on purchase orders will be determined by the anticipated completion date of the work outlined on the purchase order.

5.10. Liquidated Damages

Liquidated damages will be incurred as a result of a Contract breach. By law, the three requisite conditions to establish any liquidated damages are that: (1) the damage from a breach of Contract was uncertain in amount or difficult to provide; (2) there was an advance intent by the parties to establish liquidating damages in the event of a Contract breach; and (3) the amount stipulated was reasonable. *Hanson Development Co. v. East Great Plains Shopping Center, Inc.*, 485 A.2d 1296, 1300 (Conn. 1985).

Progress payments will only be made by the CGA up to 80% of each phase. The final 20% will be paid upon completion of all deliverables associated with each phase. The final 20% is subject to forfeiture if the deliverable is submitted later than the due date specified on the purchase order. The CGA reserves the right to reduce each invoice by 5% per week beyond the deliverable date outlined in the purchase order, up to the full 20%. Charges may be levied against the Contractor unless an extension letter is provided to the Accounts Payable group by the Contractor and signed by the project owner. Recovery of Liquidated Damages shall be construed as cumulative and does not prevent the CGA from recovery of any other remedy provided for in the Contract or at law or in equity.

5.11. American Institute of Architecture (AIA)

Invoices shall be submitted on American Institute of Architecture (AIA) forms directly to the architect or engineer on record for approval. Once approved, the architect or engineer assigned to the project will submit those invoices to the OLM for payment. Invoices will not be paid unless submitted on AIA forms with architect or engineer approval.

5.12. Properly Prepared Invoice

The Contractor shall submit a properly prepared invoice to the CGA for the performance of work. A properly prepared invoice is defined as an invoice that is dated subsequent to the date the goods/services have been received and that is accompanied by all the required information and supporting documentation as delineated below:

5.12.1. A properly prepared invoice shall include:

- i. The purchase order number;
- ii. Invoice date;
- iii. Invoice number;
- iv. Project name;
- v. Architect and Engineering fees for each phase outlined in Section 2.4;
- vi. Subcontractor fees for each phase outlined in Section 2.4; and
- vii. Description of the service provided and the service dates.

All invoices shall reflect the lines on the signed purchase order. The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above.

5.12.2. Invoices should be sent directly to Accounts Payable Group; Office of Legislative Management; 300 Capitol Avenue, Room 5100; Hartford, CT 06106 or emailed to OLM.AP@cga.ct.gov.

5.13. Frequency of Billing:

Invoices shall be submitted upon completion of the deliverables outlined in this Contract and in signed Scope of Works.

6. Fifteen Dollar Minimum

Pursuant to C.G.S. 2-71p(i), "Each contract for contractual services entered into by the committee on and after July 1, 2015, shall require the contractor awarded such contract, and each subcontractor of such contractor, to pay each of the contractor's or subcontractor's employees providing services under such contract, and that are performed or rendered at the Legislative Office Building or the State Capitol, a wage of at least (1) fifteen dollars per hour, or (2) if applicable, the amount required to be paid under subsection (b) of section 31-57f, whichever is greater. The provisions of this subsection shall not apply to any employee providing services under such contract who receives services from the Department of Developmental Services."

7. Notice

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as (a) the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, (b) the notice is placed with a recognized, overnight express delivery service that provides for a return receipt or sent via email, or (c) an email is sent.

If to the CGA

Mailing Address: Contracting Department
CT General Assembly
Office of Legislative Management
Legislative Office Building
300 Capitol Avenue, Room 5100
Hartford, CT 06106

Email: CGAContracting@cga.ct.gov.

If to the Contractor:

Contact Name/Title: Anup Chhabra
DESMAN, Inc.
Mailing Address: 3 West 35th Street, 3rd Floor
New York, NY 10001
Email: achhabra@desman.com

The parties are executing this Contract on the date below their respective signatures.

DESMAN, Inc.

CONNECTICUT GENERAL ASSEMBLY

By: Anup Chhabra
Anup Chhabra (Apr 29, 2020)

By: James E. Tamburro
James E. Tamburro (Apr 28, 2020)

Anup Chhabra
Name

James E. Tamburro
Name

Title: Executive Vice President

Title: Executive Director
Joint Committee on Legislative Management

Date: Apr 29, 2020

Date: Apr 29, 2020

ATTACHMENT B – Price Schedule

Contract Title: Architectural and Engineering Services

Contract # JCLM19REG0019

Compensation

Fee structure and hourly rates for consultant staff is based upon the hourly rates stated in the Contractor's proposal. For the first year of the Contract, a three (3%) percent inflationary increase applies to the hourly rates stated in the Contractor's proposal.

- Per Hour Annual Percentage Inflationary Increase 3 %

Markup Fees:

- Materials – Percentage Markup over List Price 0 %

Payment Terms

Payment terms are net 45 days.

Early payment discount terms: % Discount, Days.

Connecticut SBE/MBE: MBE SBE Neither

ATTACHMENT C – Required Forms Checklist

Contract Title: Architectural and Engineering Services

Contract # JCLM19REG0019

REQUIRED FORM	COMPLETED?
<p><u>Insurance Certificate and Endorsement</u> The Contractor shall submit sufficient commercial general liability insurance at levels, as delineated in Section 33 of this Contract. The Contractor shall name the State/CT General Assembly as an additional insured on the policy, shall provide a certificate of insurance or a copy of the policy, and shall provide an endorsement indicating the State/CT General Assembly has been added to the policy as an additional insured prior to the effective date of this Contract. Insurance coverage shall be maintained during the time that any provisions survive the term of this Contract. The Contractor shall not begin performance until the delivery of the policy to the CGA.</p>	To be submitted.
<p><u>Nondiscrimination Form</u> The Contractor shall complete and submit the Nondiscrimination Certification pursuant to Conn. Gen. Stat. §4a-60(a) and Conn. Gen. Stat. §4a-60a(a).</p>	To be submitted.
<p><u>Gift and Campaign Contribution Ban Acknowledgement Form</u> The Contractor shall complete and submit the Gift and Campaign Contribution Ban Acknowledgement Form pursuant to Conn. Gen. Stat. §4-250; Conn. Gen. Stat. §4-252(c); and Conn. Gen. Stat. §9-612(g)(2) and any subsequent amendments to these sections.</p>	Submitted.
<p><u>Iran Certification</u> Effective October 1, 2013, this form must be submitted for any large state contract, as defined in Conn. Gen. Stat. §4-250. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.</p>	Submitted.
<p><u>CHRO Documentation</u> The Contractor shall complete the Contract Compliance Monitoring Report for the Connecticut Commission on Human Rights and Opportunities (CHRO) in accordance with Conn. Gen. Stat. §§46a-68 and 46a-68a.</p>	Submitted.
<p><u>Proof of Authorization Form:</u> The Contractor shall complete the attached form.</p>	Submitted.
<p><u>Vendor Profile Form:</u> The Contractor shall complete the attached form.</p>	Submitted.
<p><u>W-9 Form:</u> The Contractor shall complete the attached form.</p>	Submitted.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Architectural and Engineering Services

Contract # JCLM19REG0019

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 later on in the notice).

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 the General Assembly 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 (which includes town committees).

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 the General Assembly, 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 state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

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

Penalties for Violations

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

Civil penalties—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.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Architectural and Engineering Services

Contract # JCLM19REG0019

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.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Architectural and Engineering Services

Contract # JCLM19REG0019

“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.

**DESMAN, Inc.'s
Professional Hourly Rates***

	Hourly Rate
Principal	\$283.25
Project Manager	\$206.00
Senior Engineer/Planner/Architect	\$200.85
Engineer/Planner/Architect	\$180.25
Designer	\$159.65
Draftsperson/CADD Operator	\$128.75
Technician	\$123.60
Data Collector	\$103.00
Clerical	\$97.85
Attendance at Hearings/After-Hour Presentations	\$412.00
Expert Witness	\$463.50
Litigation-Related Consulting	\$360.50

***The Professional Hourly Rates stated above are based upon DESMAN, Inc.'s 2019 corporate hourly rates with the three (3%) percent per hour annual inflationary increase included.**









Contract_Architectural and Engineering Services (Desman)

Final Audit Report

2020-04-29

Created:	2020-04-28
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