COLLEGE SERVICES AGREEMENT
for non-institutional revenue-generating or no cost services to the college or community

1. PREPARE TWO COPIES

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH ALL TERMS AND CONDITIONS
SET FORTH BELOW AND IN THE BODY OF THE CONTRACT WHICH CONTINUES ON PAGE 2.

CONTRACTOR or CLIENT NAME
Fellows Higher Education Group, Inc.

CONTRACTOR or CLIENT ADDRESS
1818 Swift Drive, Oak Brook, Illinois 60523-1576

STATE CONTRACTING AGENCY - Board of Trustees of Community-Technical Colleges
AGENCY NAME AND ADDRESS: 61 Willow Road, Hartford, CT 06105
AGENCY NO.: CCC78000

CONTRACT DATE (FROM) THROUGH (TO)
7/1/2007 6/30/2012

INDICATE □ MASTER AGREEMENT □ CONTRACT AWARD NO. □ NEITHER

CANCELLATION REQUIRED NO. OF DAYS
PERIOD STATED ABOVE UNLESS CANCELLED BY EITHER PARTY BY GIVING THE NUMBER OF DAYS WRITTEN NOTICE
INDICATED HEREIN, DELIVERED PERSONALLY OR BY CERTIFIED OR REGISTERED MAIL, TO THE FOLLOWING ADDRESSES:
STATE:
CONTRACTOR or CLIENT:
61 Willow Road
Hartford, CT 06105
Attention: Beverly E. Lambert

AND DELIVERY OF NOTICE:
1818 Swift Drive
Oak Brook, IL 60523-1576
Attention: Micheal McDeeney

COMPLETE DESCRIPTION OF SERVICE
The responsibilities and agreement as outlined in Section 1. Description of Services, which continues on page 2 of this contract, is in accord with all terms and conditions of the contract outlined in Section 3. Other Terms and Conditions.

THIRD CONTRACT INVOLVES (CHECK ONE):
□ NO COST TO EITHER PARTY
□ PAYMENT TO BE MADE BY CONTRACTOR / CLIENT TO STATE CONTRACTING AGENCY

Contractor/Client agrees to make payment in the amount(s) and in accordance with the schedule contained in Section 2, Cost and Schedule of Payments, beginning on page 3 of this contract.

Total contract is not to exceed $10,000,000.00

CONTACT NAMES AND TELEPHONE
Beverly E. Lambert, BOTCCT: 860-244-7644
Beverly E. Lambert, BOTCCT: 860-244-7644

AGENCY SHOULD ADDRESS ALL CONTRACT AND PAYMENT QUESTIONS TO THE AGENCY BUSINESS OFFICE AT:
Michael McDeeney, Fellows: (630) 956-3599

AGENCY SHOULD ADDRESS ALL QUESTIONS REGARDING THE SCOPE OR PERFORMANCE OF SERVICES TO CONTRACTOR OR CLIENT AT:

FOR INTERNAL USE ONLY
REVENUE CODING FISCAL YR(s) AMOUNT NOTES
Banner: Detail Code

ACCEPTANCES AND APPROVALS
CONTRACTOR or CLIENT SIGNATURE (OWNER OR AUTHORIZED INDIVIDUAL - Attach signature authority resolution)
THOMAS A. CHRISTOPHER

ACCOUNT SIGNATURE (AUTHORIZED OFFICIAL per board of Trustees policy)

ATTORNEY GENERAL APPROVAL (if applicable)

DISTRIBUTION
ORIG-CONTRACTOR COPY-AGENCY

STATUTORY AUTHORITY C.G.S. 48-92a, 10-715b

DATE SIGNED
6/24/09

President

DATE SIGNED
7/13/09

ASSOC. ATTY GENERAL

DATE SIGNED
7/30/09

Contract continues on Page 2
SECTON 1 - DESCRIPTION OF SERVICES

Follett Higher Education Group, Inc. shall continue to operate college bookstores as defined in the original agreement for the Connecticut Community-Technical College System with the following changes:

1) Article 1, Section 5 (on page 4 of 16) is deleted and replaced with the following:

"Follett shall invest $18,000 annually for advertising and community relations expenses over the Term of the Agreement. Each school shall be disbursed a check in the amount of $2,250 to cover such investments on an annual basis."

2) Incorporate the terms and conditions found in Section 3 of this agreement.

3) All other terms and conditions not changes by this amendment, shall remain in full force and in effect.

SECTON 2 - COST AND SCHEDULE OF PAYMENTS

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

B. Total Contract Not to Exceed.
If the Cost and Schedule of Payments section of page one indicates that this contract involves payment to the State Contracting Agency, the CONTRACTOR / CLIENT shall pay the COLLEGE a total sum not to exceed $10,000,000.00 for services performed or other agreements made under this contract.

C. Invoicing and Payment
(a) The College shall submit invoices to the Contractor / Client in accordance with the schedule below:

The payment schedule shall remain the same, as identified in the original agreement.

(b) Invoices shall, at a minimum, include the Contractor / Client name, the Contract Description and/or Identification Number, the billing period, and an itemization of services delivered or contract requirements met and amounts invoiced.

(c) Payment shall be made to the College at the address indicated on Page 1, within 30 days after receipt of properly executed and approved invoices.
SECTION 3 - OTHER TERMS AND CONDITIONS

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

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

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

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

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

F. Independent Contractor
Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. If applicable, at the State's request Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this contract, as evidence that such are in full force and effect. Contractor shall act as an independent Contractor performing this contract, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this contract and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

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

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

(a)(1) For the purposes of this Paragraph H, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (e) of Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

(a)(3) For purposes of this Paragraph H, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The Contractor / Client agrees and warrants that in the performance of the contract such Contractor / Client will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor / Client that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor / Client further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor / Client that such disability prevents performance of the work involved.

(b)(2) The Contractor / Client agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor / Client, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission.

(b)(3) The Contractor / Client agrees to provide each labor union or representative of workers with which the Contractor / Client has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor / Client has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor / Client's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment.


(b)(5) The Contractor / Client 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 / Client as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56. If the contractor is a public works contract, the Contractor / Client agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor / Client's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor / Client'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 / Client shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor / Client shall include the provisions of subsections (b)(1-5) of this Paragraph B in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor / Client shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; provided if such Contractor / Client becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor / Client may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor / Client agrees to comply with the regulations referred to in this Paragraph B as they exist on the date of this agreement and as they may be adopted or amended from time to time during the term of this agreement and any amendments thereto.

(g) The Contractor / Client agrees to the following provisions: The Contractor / Client agrees and warrants that in the performance of the agreement such Contractor / Client 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 of the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor / Client agrees to provide each labor union or representative of workers with which such Contractor / Client has a collective bargaining Agreement or other contract or understanding, and each vendor with which such Contractor / Client 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 / Client's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor / Client agrees to comply with such provision of this section and with each
regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, the Contractor / Client 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 / Client which relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56.

(b) The Contractor / Client 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 / Client shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56 provided, if such Contractor / Client becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor / Client may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

I. Americans with Disabilities Act

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

J. Executive Orders

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

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

(c) Executive Order No. 16: Violence in the Workplace Prevention Policy. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree: (1) The Contractor / Client shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or instrument as defined herein; (2) “Weapon” means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Contractor / Client shall prohibit employees from attempting to use, or threat to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Contractor / Client shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor / Client shall insure and require that all employees are aware of such work rules. (5) The Contractor / Client further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section. (6) In addition, the parties to this contract agree that the provisions herein which apply to the state work site under Executive Order No. 16 shall also apply to the Client work site under this contract.

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

K. Laws and Regulations
(a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut.
(b) Contractor / Client, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
(c) The Contractor / Client agrees that the sole and exclusive means for the presentation of any claims against the State, the Board of Trustees of Community-Technical Colleges, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor / Client further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

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

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

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

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

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

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

R. Third Parties
The State shall not be obligated or liable hereunder to any party other than the Contractor / Client.

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

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

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

CCC CSA
V. Whistleblowing

This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

W. SERC

For all state contracts as defined in P.A. 07-1 as having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Election Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. SERC Form 11 can be found on the following pages.

SECC 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicsized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties — $2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties — Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences

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

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

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution was made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.
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 proqualification 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 otherwise, having a value of fifty thousand dollars or more, or a combination of any agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 135 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.