

State of Connecticut  
Participating Addendum

**1. Scope:**

This Participating Addendum allows for the purchase of box truck rental services under the Contract between the State of Connecticut and certain subsidiaries of Enterprise Holdings, Inc. (Contract # 16PSX0094), a NASPO VALUEPOINT MULTI-STATE COOPERATIVE agreement for box truck rental services led by the State of Connecticut along with a multi-state sourcing team for use by State agencies and political subdivisions located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

For purposes of the Participating State, this Participating Addendum is known as State of Connecticut, Department of Administrative Services (DAS), Procurement Division Contract #16PSX0094.

**2. Participation:**

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State/Entity contracts are subject to the prior approval of the respective state's chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official.

Each state agency and political subdivision, as a Participating Entity, that purchases under the Master Agreement will be treated as if they were individual customers. Each state agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement, except to the extent modified by its respective Participating Addendum; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. This Participating Addendum modifies the Master Agreement as respects the State of Connecticut only. Each state agency and political subdivision will be responsible for their own charges, fees, and liabilities.

**3. Order of Precedence:**

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Connecticut NASPO ValuePoint Master Agreement;
2. Connecticut NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

The documents enumerated above shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Contract are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor.

**Primary Contacts:**

The primary contact individuals for the Master Agreement and this Participating Addendum are as follows (or their named successors):

**Lead State:**

Name: State of Connecticut  
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103  
Contact Person: Lynn Peccerillo-Hills or Peter Hunter

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Telephone: 860-713-5255 or 860-713-5257  
E-mail: [Lynn.Peccerillo@ct.gov](mailto:Lynn.Peccerillo@ct.gov) or [Peter.Hunter@ct.gov](mailto:Peter.Hunter@ct.gov)

**Contractor:**

**Name:** Various Entities of Enterprise Holdings, Inc. listed on Exhibit E.  
**Address:** Operating: Enterprise, National & Alamo  
8 Ella Grasso Turnpike  
Windsor Locks, CT 06096

**Primary Contact:** Liz Goodermote, Business Rental Sales Manager, Business Rental Department  
**Office:** 401-490-2076  
**Cell:** 401-255-3940  
**Fax:** 855-757-9600  
**E-mail:** [liz.goodermote@ehi.com](mailto:liz.goodermote@ehi.com)

**2<sup>nd</sup> Contact:** Brian Flanagan, Group Truck Manager, Truck Division – Group 48 Hartford  
**Cell:** 802.779.5487  
**Fax:** 860-686-6672  
**Email:** [Brian.P.Flanagan@ehi.com](mailto:Brian.P.Flanagan@ehi.com)

**Participating Entity:**

**Name:** State of Connecticut, Department of Administrative Services,  
Procurement Division  
**Address:** 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103  
**Contact Person:** Lynn Peccerillo-Hills or Peter Hunter  
**Telephone:** 860-713-5255 or 860-713-5257  
**E-mail:** [lynn.peccerillo@ct.gov](mailto:lynn.peccerillo@ct.gov) or [Peter.Hunter@ct.gov](mailto:Peter.Hunter@ct.gov)

**4. Long Term Rental Discounts**

Contractor shall provide an additional two (2) percent discount off of the monthly rental rate for the particular size vehicle listed in Exhibit B-Price Schedule. "Long Term Rental" is defined as a rental period of one (1) year or more. This rate shall apply starting in the month when a purchase order or request for a 12 month period is made. If for any reason a Client Agency returns the vehicle prior to the full term of 12 months, the Client Agency will pay a 30% or the remaining monthly fixed amount. Example: If a Client Agency returns the vehicle after 6 months and the monthly rate is \$1,000 they will be responsible for (6x1000) x.30.

**5. Motor Carrier Safety Review**

If the Performance requires the use and operation of any commercial motor vehicle, as defined in section 14-1 or any vehicle defined in section 14-163c(a) of the Connecticut General Statutes, prior to issuing a Participating Addendum each Contractor will be the subject of a Safety Fitness Review ("SFR") conducted by the Connecticut Department of Motor Vehicles ("CTDMV").

DAS may not issue a Participating Addendum to Contractors whose SFR results in a rating that exceeds the acceptable out of service rating as set forth at CTDMV website: <http://www.ct.gov/dmv/cwp/view.asp?a=804&q=512530&dmvPNavCtr=|#55445>.

**6. Orders**

Any box truck rentals pursuant to a Participating Addendum entered into by a Participating Entity or a Purchasing Entity through the Contract will be deemed to be a sale under (and governed by the prices and other terms and conditions) the Contract.

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All Purchase Orders and Participating Addenda must contain the Contract No. 16PSX0094.

**7. Participating State Modifications or Additions to Contract**

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or Purchase Order issued by the State of Connecticut or any of its participating entities under the Contract.

**8. Definitions**

The following definitions apply to this Participating Addendum:

- (a) Contract: Master Agreement and this Participating Addendum
- (b) Contractor: The entities who execute the Contract.
- (c) DAS: Department of Administrative Services.
- (d) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that execute duly authorized Purchase Orders and enter into Participating Addenda under the Contract.

**9. 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

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(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 Lead State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, Lead State or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

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

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to Lead 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

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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 Lead 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 Lead State and the Lead State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Lead 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 Lead State and the Lead State may so enter.

**10. Tangible Personal Property**

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- (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 Lead State's contracting authority, such information as the Lead State may require to ensure, in the Lead State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

**11. Audit and Inspection of Plants, Places of Business and Records**

- (a) The Lead State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and Lead State's Attorney and their respective agents, may, at its or their own expense except as described in subparagraph (d) below, during regular business 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 Lead State and its agents.
- (c) The Lead State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least five (5) business days' notice prior to the requested audit and inspection date. If the Lead State suspects fraud or other abuse, or in the event of an emergency, the Lead State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that is sufficient to constitute a material breach by the Contractor under this Contract, defined as any breach resulting in the overpayment by any Purchasing Entity or Purchasing Entity of Rates, in the

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aggregate, in excess of 110% of the correct amount, or less than 90% of the administrative fees due to NASPO ValuePoint hereunder. In the event of such finding, the Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The Lead 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 Lead State and its agents in connection with an audit or inspection. Following any audit or inspection, the Lead State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall cooperate with the Lead State's reasonable request to make all of the rights described in this Paragraph available to Lead State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and Lead State's Attorney and their respective agents with respect to any contract or other agreement that it enters into with any Contractor Party.

**12. P-Card (Purchasing MasterCard Credit Card)**

Notwithstanding the provisions of Section 4(b) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to execute box truck rental transaction pursuant to reservations by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon the rendering and acceptance of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all box truck rentals under the Contract paid by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

**13. Contract Separately/Additional Savings Opportunities**

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of the Lead State, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

**14. Mandatory Extension to State Entities**

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political subdivisions of the Lead State (towns and municipalities), schools, and not-for-profit organizations.

**15. Security and/or Property Entrance Policies and Procedures**

Contractor shall adhere to established security and/or property entrance policies and procedures for each Participating Entity or Purchasing Entity. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Participating Entity or Purchasing Entity premises for the purpose of carrying out the scope of work described in this Contract.

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**16. Department of Correction Requirements for Contractors who perform at a Correctional Facility.**

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
  - 1. Name
  - 2. Date of Birth
  - 3. Social Security Number
  - 4. Driver's License Number
  - 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.



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- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

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- (A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:
1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
  2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
  3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
  2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

**17. Representations and Warranties Concerning Motor Vehicles**

- (a) 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

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materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more 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. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

**18. Use and Collection of Personal Information; Personal Information Breach**

(a) Use and Collection of Personal Data:

- (1) For truck rentals under this Participating Addendum in the State of Connecticut, Contractor understands there are statutory requirements impacting contractors that take custody and control of computerized data that includes Personal Information. Hence, Contractor:

- 1. shall not collect personal information, including the renter's personal residential address, personal telephone number or other personal information of the renter;

State of Connecticut  
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2. may collect renter's current official business mailing address and business telephone number ("Business Information"); and,
3. may view and examine the renter's driver license to confirm the vehicle class rating and the renter's license expiration date and the renter's state issued identification.

Such collective steps are considered renter authentication when a renter picks up a vehicle.

- (2) In the event that Contractor or DAS determines that the provisions of subsection 17(a)(2), above, were not followed, each party shall provide written notification to the other party within five (5) business days. In such case, Contractor shall investigate non-compliance and report back to DAS within fifteen (15) business days of circumstances involving non-compliance and a proposed solution to remedy future instances of non-compliance. If DAS is not satisfied with the proposed solution, Contractor and DAS shall escalate the matter to senior management to resolve the matter. If upon further negotiation not to exceed thirty (30) calendar days the parties cannot resolve the matter, DAS as its sole remedy may terminate the participating addendum.
  - (3) DAS shall inform its renters through written communications and regular reminders to only provide a current official duty mailing address and telephone number when picking up a vehicle from Contractor;
  - (4) In the event of a conversion of Contractor's vehicle, DAS shall fully cooperate with Contractor to the extent allowed by law in locating the renter and the rental vehicle;
  - (5) For rentals under this Agreement, Contractor may use name and business phone number collected from the renter to conduct contract related quality control and internal (or contracted) metric systems relating to Contractor's performance of the Agreement. Any other use of personal information for marketing purposes by Contractor is prohibited.
- (b) Business Information Breach: In the event of a Business Information Breach, Contractor shall notify DAS and Client Agency in the most expedient time as reasonably practicable, allowing Contractor appropriate time to (i) as applicable, notify law enforcement, (ii) conduct a reasonable investigation to determine the nature and scope of the Business Information Breach and affected individuals and (iii) contain the Business Information Breach and restore the integrity of the Business Information and/or systems containing Business Information. For purposes of this subsection, the term "Business Information Breach" shall mean the unauthorized access to or unauthorized acquisition of Business Information, as defined above.
- (c) Personal Information Breach: In the event Contractor inadvertently collects personal information, including renter's personal address, personal telephone number or other personal information of the renter under this Agreement, and determines there is a "breach of security", as defined in Conn. Gen. Stat. § 36a-701b, Contractor shall follow the applicable Connecticut laws, including Conn. Gen. Stat. § 36a-701b.

## 19. Electronic Payment

The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Connecticut  
Participating Addendum

<b>Participating Entity:</b> State of Connecticut Dept. of Administrative Services Procurement Services	<b>Contractor:</b> The various entities listed in Exhibit E of the Contract
<b>By:</b> _____ (Original Signature on Document in Procurement Files)	<b>By:</b> _____ (Original Signature on Document in Procurement Files)
<b>Name:</b> Lynn Peccerillo-Hills	<b>Name:</b> Meredith Perkins
<b>Title:</b> Contract Specialist	<b>Title:</b> Secretary
<b>Date:</b> _____	<b>Date:</b> _____

APPROVED AS TO FORM:  
OFFICE OF THE ATTORNEY GENERAL

BY: \_\_\_\_\_  
EILEEN MESKILL  
ITS ASSISTANT ATTORNEY GENERAL

DATE: \_\_\_\_\_

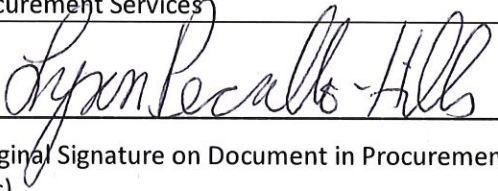

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<b>By:</b>  (Original Signature on Document in Procurement Files)	 <b>By:</b> _____ (Original Signature on Document in Procurement Files)
<b>Name:</b> Lynn Peccerillo-Hills	<b>Name:</b> Meredith Perkins
<b>Title:</b> Contract Specialist	<b>Title:</b> Secretary
<b>Date:</b> 12/15/2017	<b>Date:</b> DEC 13 2017

APPROVED AS TO FORM  
CONNECTICUT ATTORNEY  
GENERALS OFFICE

BY   
EILEEN MESKILL  
ASSISTANT ATTORNEY GENERAL

DATE: 12/19/17