

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made as of October 23, 2012 (this "*Agreement*"), by and between The Consulting Group Inc, dba CLW REAL ESTATE SERVICES GROUP, INC., having an address of 4301 Anchor Plaza Parkway, Suite 400, Tampa, FL 33634 ("*Contractor*"), and Connecticut Health Insurance Exchange having an office located at 450 Capitol Ave, MS 52LTC, Hartford, CT 06106 ("*the EXCHANGE*").

RECITALS

WHEREAS, the Exchange has finalized its selection for relocation of its office space to 280 Trumbull, Hartford, CT and;

WHEREAS, Contractor is engaged in the business of providing project management services in connection with locating, supervising, coordinating, managing and undertaken various services on behalf of clients in the process of locating or relocating to new office or other operational space, including in connection with build-outs, design, moving logistics and other similar services; and

WHEREAS, Contractor wishes to provide, and Exchange wishes to receive, certain services, including, without limitation, project management, design evaluation, coordination and moving logistics, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, each of the parties hereto hereby agrees as follows.

AGREEMENT

1. Scope of Services.

(a) Location. Contractor shall provide the Services (as hereinafter defined) to the Exchange in connection with the relocation of Exchange's corporate headquarters located in Hartford, CT to 280 Trumbull Street, Hartford, CT.

(b) Services. The "*Services*" shall include services in connection with the Location as set forth in Exhibit A, which is hereby incorporated by reference and made a part hereof in its entirety. The parties also agree that, in order to better attain the purpose of this Agreement and to assure that fulfillment hereof shall be in accordance with the provisions hereof, Contractor shall submit detailed monthly reports related to the Services. Notwithstanding anything to the contrary herein all Services shall be subject in all respects to the final approval by the Exchange.

2. Administration.

(a) The individual in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively are set forth on Exhibit A.

If the Exchange requests that a staff member of the Contractor no longer provide services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.

3. Independent Contractor Status.

Contractor shall render services as an independent contractor and nothing contained herein shall create any association, partnership, joint venture, employee or agency relationship between Contractor and Exchange. Other than as expressly provided for by the Exchange, Contractor shall have no right to bind the Exchange whatsoever. Any persons employed by Contractor in connection with the Services shall be Contractor's employees and Contractor shall be fully responsible for them. Payment to Contractor of the compensation as set forth in Exhibit B shall constitute payment in full for the Services hereunder.

4. Term and Termination.

The term of this Agreement shall be from the date hereof through completion of the Services in connection with the Location, subject to the Exchange's right to terminate this Agreement, with or without cause, either in whole or in part, upon thirty (30) days' written notice to Contractor.

(a) The Exchange shall notify the Contractor in writing, specifying the extent to which the Contractor must complete performance of the Services prior to the termination date.

(b) The Contractor shall assemble and deliver to the Exchange all Records, as defined in Section 8 below in its possession or custody, as soon as possible and no later than the date of termination together with a final invoice for Services performed to date.

(c) The Exchange shall, within thirty (30) days of final billing, pay the Contractor for its performance rendered and accepted by the Exchange and any out-of-pocket costs to which the Contractor is entitled pursuant to Exhibit B. Notwithstanding any other term of this Agreement, the Exchange shall not be obligated to tender to the Contractor any payments for anticipated or lost profits.

5. Payment.

(a) For the performance of Services hereunder and for all rights granted hereunder, other than with respect to Section 5(c) below, the Exchange agrees to compensate the Contractor as set forth in Exhibit B.

(b) Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Exchange. The Contractor shall bill the Exchange on a monthly basis and the Exchange shall pay the Contractor within 30 days of an accepted invoice. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate.

(c) The Exchange agrees to reimburse the Contractor for those out-of-pocket disbursements and expenses (at cost), as are detailed in Exhibit B, or as otherwise approved in writing in advance by the Exchange. The Exchange shall not reimburse the Contractor for any overhead-related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, proofreading staff, meals and in-state transportation costs. The Exchange will pay for the costs of express mail and WebEx teleconference sessions provided that these services are additional expenses incurred directly in connection with the Services and not part of the Contractor's regular overhead expense. The Contractor shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with interstate travel (specifically excluding first or business class airfare and any purchase of alcoholic beverages). All such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the Exchange. Notwithstanding anything to the contrary herein, in no event shall Exchange be obligated to pay any such expenses exceeding a total amount of five thousand dollars (\$5,000), unless approved by the Exchange's project administrator. Such expense cap is based on five (5) required site visits. Should additional visits be required and made at the request of the Exchange's project administrator, the Exchange shall not unreasonably withhold approval for the necessary additional expenses related to the additional site visits.

(d) Notwithstanding anything to the contrary provided herein, if the Exchange elects to terminate this Agreement or if this Agreement expires by its own terms and the basis of compensation of Contractor is an hourly or fixed fee basis, the Exchange will be responsible for all undisputed fees for Services rendered up to and including the effective date of termination or expiration.

6. Taxes.

Any taxes or similar liabilities however denominated which may now or hereafter be levied on the Services provided or payments made to Contractor under this Agreement, chargeable to or against Contractor by any applicable government authority, shall be paid by Contractor. Should the Exchange be required to pay these taxes, fees or assessments or similar liabilities, Contractor shall promptly reimburse the Exchange for such payments upon receipt of an invoice from the Exchange. In addition, Contractor shall pay any income taxes, Social Security taxes, withholding taxes, or contributions which may be required by law or by any union, and other contributions required in connection with any of its employees, including, without limitation, any health, welfare or pension contributions.

7. Representations and Warranties.

The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined in Section 7(h) below), as applicable, that:

a) The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services and will perform the services in a professional manner exercising due skill and care in accordance with the highest standards in the industry;

b) The Contractor and Contractor Agents are duly and validly existing under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;

c) The execution, delivery and performance of this Agreement 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 state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;

d) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;

e) Neither the Contractor nor any Contractor Agent has, in any of their current or former jobs or assignments, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;

f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and

g) Neither the Contractor nor any Contractor Agent has had one or more contracts with any governmental entity terminated for cause.

h) The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

8. Records/Intellectual Property and Ownership of Rights.

a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, 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, including by magnetic or electronic means.

b) The Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of six (6) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark or other intellectual property rights, in those Records.

c) Exchange shall be the sole and exclusive owner of all of the results and proceeds of Contractor's services performed for the exclusive use of the Exchange hereunder for any and all purposes, in any media, in any manner and at any time, without additional compensation to Contractor.

9. Indemnification.

Contractor shall hold the Exchange and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs, including, without limitation, reasonable attorneys' fees, whether or not incurred in the course of litigation, arising from the negligence or willful misconduct of Contractor or Contractor's Agents.

10. Confidentiality.

(a) In the event and to the extent that the Contractor has access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. Confidential Information shall not include information if (i) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (ii) it has been rightfully received by Contractor from a third party without confidential limitations; or (iii) it has been independently developed by Contractor or by other persons having no access to the information. If the Contractor is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

(b) The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

(c) It is the intent of this Agreement to safeguard the Confidential Information both during and after the term of this Agreement. Contractor will take all reasonable steps necessary to maintain the information's secrecy, including ensuring that the Confidential Information is maintained in a secure environment where it is protected from theft or inadvertent disclosure.

11. Insurance.

11.1 Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:

(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 work covered by this Agreement 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 Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.

(c) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(d) Professional Liability: If the Contractor performs a service for which professional liability insurance or errors and omissions coverage is available, the Contractor shall secure and maintain such coverage in a form acceptable to the Exchange in the minimum amount of One Million Dollars (\$1,000,000), with a deductible not to exceed Ten Thousand Dollars (\$10,000.00).

11.2 Promptly upon a request by the Exchange, the Contractor shall furnish to the Exchange on a form or forms acceptable to the Exchange, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the Exchange for the insurance policies required above.

12. Nondiscrimination, Affirmative Action, State Ethics and Executive Orders.

The Contractor shall comply with all provisions set forth on Exhibit C.

13. Compliance with Laws.

The Contractor and Contractor Agents will comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics.

14. Entire Agreement; Amendments.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, shall supersede any prior agreements between Contractor and Exchange with respect thereto and may not be amended except by a writing signed by the party against whom such amendment is sought. If there is a conflict between this Agreement and any schedule or exhibit, the terms of this Agreement shall prevail.

15. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Connecticut without regard to its conflicts of law's provisions.

16. Assignment.

This Agreement may not be assigned by Contractor without the prior written consent of Exchange and any purported assignment by Contractor in contravention hereof shall be null and void and of no force or effect.

17. Notices.

All notices required to be served hereunder shall be in writing and shall be deemed received when delivered in person or three days after deposited in the United States mails, postage prepaid, certified or registered mail addressed to the other party at the address specified in the preamble to this Agreement, or at such other address as such other party may supply by written notice.

18. Publicity.

Any mention of the other party in any news releases, public announcements, advertisements, marketing materials or publicity to be released by either party in connection with this Agreement or any of the transactions contemplated thereby or hereby must have the prior written approval of the other party.

19. Severability.

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.

20. Waiver.

(a) No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

(b) The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

21. Captions.

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

22. Continued Performance.

The Contractor shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved.

23. Audit.

The Contractor shall cooperate fully with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon request, provide billing in a format which will facilitate audit or review.

24. Survival.

Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.

25. Prevailing Party.

In the event a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party.

26. Counterparts.

This Agreement may be executed in counterparts by a duly authorized individual of each of the parties hereto and by facsimile signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

EXCHANGE:

Connecticut Health Insurance Exchange

By 
Name: Kevin J. Counihan
Title: CEO

CONTRACTOR:

CLW REAL ESTATE SERVICES GROUP,
INC.

By 
Name: Robert P. Learnard
Title: Principal

EXHIBIT A

SCOPE OF SERVICES STATEMENT

A. Project Description:

The general scope of the project is the completion of the lease and the subsequent design, build-out, furniture installation and IT installation of approximately 14,000 rsf of general office space (with a probable heavy emphasis on electronic data capability) in the Hartford, CT area. It is anticipated that the Landlord will provide the design and construction in a turnkey format. The timing of the design, build-out, furniture and IT installation is to be discussed and finalized during the lease negotiations. We understand that time is of the essence and the Exchange would like to have this office space operational as soon as possible.

B. Project Management Scope of Services:

1. Manage a cohesive Core Project Team to be comprised of the Exchange CIO, Landlord's Design and construction team and other key Exchange internal team members and/or vendors.
2. Facilitate the efforts of the team to meet a "TBD" Construction Substantial Completion date which will be based ultimately on the agreement in the lease.
3. Administer the day-to-day "project management" process on behalf of the Exchange. Coordinate the input required from the Exchange with the information required by the Landlord and consultants/vendors assuring a timely transfer of information. Ensure the team maintains focus on the project goals and objectives.
4. Work with Exchange team members and the Landlord's design team to facilitate furniture procurement by the Exchange so that it meets the overall project schedule requirements.
5. Establish and manage the Project Budget and Schedule and the ensuing reporting process as approved by the Exchange.
6. Monitor progress against the schedule via regular site visits. While the exact number of visits required of Contractor will be dictated by the schedule, this scope of work projects a minimum of five (5) regular visits. In addition Contractor's local representative (Dave Hawkins) can be on site as required.
7. Represent the Exchange regarding changes and claims made by the Landlord, the Exchange vendors, and consultants and establish consistent and orderly procedures to be followed to review, issue and implement pricing of all changes. Evaluate contractor and vendor change order requests. Provide written documentation to the Exchange for review and approval.
8. Track Landlord design and construction cost(s) against lease and budget agreement, as applicable.
9. Meet (via teleconference) with the Exchange's staff, as required, to provide progress updates.
10. Under direction of the Exchange, serve as the coordinator for all project team members (landlord, consultants, vendors and service organization) related to the project, arrange

and chair regular coordination meetings. These regular meetings generally occur during the design process and through the build-out of the space by the landlord. Meeting minutes will be prepared and issued with-in 48 hours of the meeting date.

11. Recommend to the Exchange the purchase and procurement of long lead items to ensure delivery of strategic materials in confirmation with the project schedule.
12. In conjunction with the landlord's design team and contractor and Exchange's furniture vendor, incorporate the detailed furniture delivery and installation milestones encompassing the use of new or refurbished furniture (TBD) into the overall project schedule.
13. Assist the Exchange in interpreting (as requested) and enforcing all of the terms and conditions of the improvement plans and the contracts with the landlord and any other vendors retained by the Exchange.
14. In conjunction with the furniture installation, visit the site to ensure the furniture installation is coordinated with the construction completion.
15. Assist the landlord in certification of substantial completion including punch list preparation and final inspection.
16. Provide high level coordination of the move process between the existing and new locations to ensure the timing of the move preparation is coordinated with the delivery schedule.
17. Assist the Exchange team and the landlord's in providing troubleshooting during initial occupancy.
18. Assist with the completion of construction punch list prior to project close-out (or 60 days after the Exchange fully occupies the new space).
19. Coordinate the assemblage of the close out package, including (as dictated by the lease) all guarantees, bonds waivers and "as-built" drawings from the appropriate contractors/vendors as required by their contracts.

C. Administration

The individual in charge of administering this Agreement on behalf of the Exchange is James Wadleigh, CIO.

The individual in charge of administering this Agreement on behalf of the Contractor is Rob Learned.

D. Project Staff

Senior Project manager, Mike Lawson is the Contractor staff assigned to this project.

EXHIBIT B

Project Management Compensation

For providing the Scope of Services outlined in Exhibit A, Scope of Services Statement above, CLW Real Estate Services Group's base compensation structure is as shown in the schedule below.

CLW Real Estate Service Group's Total Proposed Fee: **\$1.75/RSF** for Management services as described here-in.

For providing non-standard services or additional project services, CLW Real Estate Service Group's compensation will be based on the following hourly rate schedule:

| Position | Hourly Rate |
|--------------------------|-------------|
| Mike Lawson – Senior PM* | \$ 150 |

* Only per specific request from Exchange.

Reimbursable Expenses:

Reimbursable expenses will be invoiced on a monthly basis for the actual out-of-pocket expenses associated with the project. These expenses shall include: reasonable travel, airfare, lodging, food, automobile mileage or rental, long distance telephone, Web-X costs, express mail, and any other direct out-of-pocket expenses incurred during the course of performing the Scope of Services outlined in Exhibit A, subject to the limitations set out in Section 5. Payment, Subsection (c) of the Services Agreement. Reimbursable expenses are expected to be no more than \$5,000, based on 5 site visits from Mike Lawson plus other miscellaneous expenses. Should more than five (5) visits be required, the Exchange recognizes that expenses may exceed \$5,000. In such case, the Exchange's project administrator has the authority to approve additional visits and expenses. Such approval will not be unreasonably withheld. Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Exchange. The Contractor shall bill the Exchange on a monthly basis. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate.

Exhibit C

A. Nondiscrimination and Affirmative Action

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

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including,

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

- b) 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, sexual orientation, gender identity or expression, genetic information, 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 employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, 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-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission 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 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'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/or the Exchange 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 the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

B. Certain State Ethics Requirements.

- a) For all State contracts as defined in P.A. 07-01 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 Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix A. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning

violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.



CONNECTICUT HEALTH INSURANCE EXCHANGE
NONDISCRIMINATION CERTIFICATION - Representation

By Entity

For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with **The Connecticut Health Insurance Exchange** valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to **The Connecticut Health Insurance Exchange** prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, Robert P. LEARNARD, Principal, of The Consulting Group Inc, dba, CLW Real Estate Services Group
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of Florida,
Name of State of Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

The Consulting Group, Inc and that The Consulting Group, Inc
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

10-23-12

Date

ROBERT P. LEARNARD

Printed Name



**CONNECTICUT HEALTH INSURANCE EXCHANGE
NONDISCRIMINATION CERTIFICATION - Representation**

By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with **The Connecticut Health Insurance Exchange** valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to **The Connecticut Health Insurance Exchange** prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, ROBERT P. LEARNARD Principal, of The Consulting Group, Inc dba CLW Real Estate Services Group
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of FLORIDA,
Name of State of Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

The Consulting Group, Inc and that The Consulting Group, Inc
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

[Signature]
Authorized Signatory

10-23-12
Date

ROBERT P. LEARNARD
Printed Name

**CT HEALTH INSURANCE EXCHANGE
BID WAIVER FORM**

The bidding for the following item is being waived for the following reasons:

ITEM DESCRIPTION: **Project Management Services: to supervise, manage and coordinate build out activities and the re-location of the Exchange's Offices from 450 Capitol Avenue to 280 Trumbull Street Hartford, CT.**

VENDOR NAME/ADDRESS **The Consulting Group Inc., dba CLW Real Estate Services Group, Inc.**

Suite 400, 4301 Anchor Plaza Parkway

Tampa, FL 33643

Emergency Purchase

X

Sole Source

Other (Describe)

APPROVED BY: *

CEO

Date



10/31/12

Note: Attach Narrative Outlining Circumstances that Require this Waiver

DOCUMENTATION OF NEED TO SOLE SOURCE CONTRACT

The Consulting Group, Inc., dba CLW Real Estate Services Group, Inc., Services Agreement

The nature of the services required and the time for completion is such that the Exchange has determined that a project manager with specialty expertise in project management, design evaluation, coordination and moving logistics is warranted to enable the Exchange to move from 450 Capitol Avenue to 280 Trumbull Street, Hartford, CT by the end of this year.

Specifically, the Exchange requires at least 14,000 RSF to accommodate its staff, the staff of the Exchange's business and technical advisor KPMG and the staff of the newly hired systems integrator, Deloitte Consulting LLP. Such space is not currently available at 450 Capitol Avenue. The Exchange has located potentially suitable space at 280 Trumbull Street, but the 280 Trumbull space needs to be custom configured and wired to accommodate the Exchange's unique needs. Since the Exchange staff is fully committed to ongoing activities and also does not have anyone on its staff expert in commercial build-out, outside expertise is required.

In addition time is of the essence in relocating to 280 Trumbull. The Exchange has committed to having its Integrated Eligibility Solution operational by October 1, 2013 so that the public can enroll in Exchange Programs and certain DSS programs (Medicaid, expanded Medicaid and CHIP) by that date. Therefore it is imperative that the office re-location be accomplished without delay. The Exchange must have adequate space to allow Exchange staff, KPMG staff and Deloitte staff to work together on the integrated solution. Currently numerous team members are located off site. And, additional hires are needed but cannot presently be accommodated space wise.

The Consulting Group, Inc., dba CLW Real Estate Services Group, Inc. has the expertise that the Exchange requires and comes highly recommended. CLW Real Estate Services Group will handle day to day project management to keep the build out and re-location on track and on budget. CLW Real Estate Services Group will coordinate all project team members, including the landlord, consultants, equipment vendors, construction team and Exchange staff, from project initiation through completion of the construction punch list and the project close-out.

The cost of this contract is expected to be approximately \$28,000 in project management fees in addition to \$5,000 in reimbursable expenses based on five (5) site visits.