

CONTRACT AWARD  
RFP-38 Rev. 11/18/16  
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# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Linda LoSchiavo  
Contract Specialist

860-713-5078  
Telephone Number

CONTRACT AWARD NO.:

18PSX0076

Contract Award Date:

1 October 2018

RFP Due Date:

23 August 2018

## CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

### DESCRIPTION:

#### Integration of Correctional Security and Control Systems for Department of Correction

FOR: <b>Department of Correction 24 Wolcott Hill Road Wethersfield, CT 06109</b>	TERM OF CONTRACT:  <b>1 October 2018 through 30 June 2024</b>
AGENCY REQUISITION NUMBER: 80047	

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$2,500,000.00	-	-	\$2,500,000.00 - Estimate

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Aaron Associates of CT, Inc.**

Company Address: **478 West Main Street, Waterbury, CT 06702**

Tel. No.: **203-753-1596**

Fax No.:

Contract Value: **\$2,500,000.00 - Estimate**

Contact Person: **Carmen Corvigno**

Company E-mail Address and/or Company Web Site: [cgcorvigno@aaronct.com](mailto:cgcorvigno@aaronct.com)

[www.aaronct.com](http://www.aaronct.com)

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **N/A**

Prompt Payment Terms: **0% 00 Net 45**

APPROVED \_\_\_\_\_

**DEVIN MARQUEZ**

Assistant Procurement Director

(Original Signature on Document in Procurement Files)

# **CONTRACT**

**18PSX0076**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**Aaron Associates of CT, Inc.**

Awarded Contractor

**INTEGRATION OF CORRECTIONAL SECURITY AND CONTROL  
SYSTEMS FOR DEPARTMENT OF CORRECTION**

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This Contract (the "Contract") is made as of 1 October 2018 (the "Effective Date") by and between, Aaron Associates of CT, Inc. (the "Contractor,") with a principal place of business at 478 West Main Street, Waterbury, CT 06702, acting by Carmen Corvigno, its Vice President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Devin Marquez, its Assistant Procurement Director, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
  - (b) **Client Agency:** Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (c) **Confidential Information:** This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (d) **Confidential Information Breach:** This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
  - (e) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
  - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
  - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
  - (l) Proposal: A submittal in response to a Request for Proposals.
  - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
  - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from Effective Date through 30 June 2024.  
The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined

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total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) 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).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

Price adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.

Item #1 – Labor Rates: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

Item #2 – Labor Rates for Maintenance/Repairs/Service: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

Item #3 – Prevailing Wage Labor Rates: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

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Item#4 – Equipment, Parts, Miscellaneous Parts and Materials: Percentage up-charge will remain firm for the term of the Contract.

Item #5 – Surcharge for Coordinating and Scheduling Manufacturer’s Representative or Subcontractor: Surcharge will remain firm for the term of the Contract.

During this period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor’s control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

### 5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

(1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

(3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor

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Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
  7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
  8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
  9. Termination.
    - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
    - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract,



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Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

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10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
  - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
  - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.
14. Purchase Orders.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the

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State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured,

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refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

### 20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

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

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

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further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

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- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;

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- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.



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**28. Representations and Warranties Concerning Motor Vehicles.** If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for 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

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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.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. 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

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identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

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

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

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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,

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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 state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

**34. Tangible Personal Property.**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

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- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the

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purpose of this section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Linda LoSchiavo

If to the Contractor:

Aaron Associates of CT, Inc.  
478 West Main Street  
Waterbury, CT 06702  
Attention: Carmen Corvigno

37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor’s insurers shall have no right of recovery or subrogation against the State and the described Contractor’s insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers’ Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer’s Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

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(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

- (a) **Audit and Inspection of Plants, Places of Business and Records.** The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney



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General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the 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, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. 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 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 State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or

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Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

### 47. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
51. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by

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the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Health Insurance Portability and Accountability Act of 1996.
- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
  - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
  - (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
  - (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
  - (e) The Contractor and the Client Agency agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
  - (f) Definitions:
    - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
    - (2) "Business Associate" shall mean the Contractor.

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- (3) "Covered Entity" shall mean the Client Agency.
  - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

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- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with

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45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

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- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.
- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.



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- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
  - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (K) Term and Termination.

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- (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
  - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
  - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (L) Miscellaneous Sections.
  - (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.

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- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

### 59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State

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concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

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

**60. Antitrust.**

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

**61. Reserved.**

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**SIGNATURE PAGE OF CONTRACT**

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

AARON ASSOCIATES OF CT, INC.

By: \_\_\_\_\_

Name: Carmen Corvigno

Title: Vice President

Date: \_\_\_\_\_

STATE OF CONNECTICUT

Department of Administrative Services

By: \_\_\_\_\_

Name: Devin Marquez

Title: Assistant Procurement Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**1. DESCRIPTION OF GOODS AND SERVICES:**

**1.1. GENERAL:**

This Contract covers the requirements for purchase, installation and system integration of correctional security and control systems, (together, "System Integration of Correctional Security and Control Systems" or "SICSCS") for the Client Agency and repairs of the SICSCS when required by the Client Agency.

SICSCS consists of, but is not limited to, the following products and software: Programmable Logic Controllers (PLC), Programmable Automation Controllers (PAC), Supervisory Control and Data Acquisition (SCADA), object linking and embedding (OLE), for OLE for object process control (OPC) for OLE, Video Management Systems (VMS), Intercom, Perimeter Detection, Personal Protection Monitoring, Industrial Ethernet, PC Servers, PC Workstations, Thin Clients, Operator Interface Terminals, Microsoft Operating Systems, Virtual Machine Software, fiber optic & metallic structured wiring, power and control wiring, power actuated locks, microwave and infrared motion sensors.

Contractor shall follow Client Agency's working and security policies and procedures while working within any Client Agency facility. Client Agency shall provide these policies and procedures to the Contractor prior to Service being Performed.

Client Agency facilities are subject to occasional delays, closures, or other interference with respect to the Client Agency facility access due to various security issues and Client Agency facility lock downs. The Client Agency shall not compensate Contractor for such delays, closures or other interference without written authorization from the Client Agency.

The Client Agency shall utilize their own staff for the majority of repairs for SICSCS. The Client Agency shall contact the Contractor when and if repair services for SICSCS are needed. Contractor may be required to bring in a manufacturer representative for support and for service to the SICSCS, as requested by the Client Agency.

**1.2. GENERAL REQUIREMENTS:**

Contractor shall employ a SICSCS factory certified staff for all licensed SICSCS products and software required to install or service such SICSCS products and software during the term of this Contract.

Contractor shall maintain a maintenance center within the State with adequate personnel on staff and in-house resources to perform the Services outlined within this Contract and with the necessary capabilities to respond to multiple locations at once.

Contractor shall maintain a toll free number that must be manned by an actual person. Voice mail and answering machines are unacceptable substitutes for this requirement. Contractor shall be available on a twenty-four (24) hours per day/seven (7) days a week basis.

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Contractor shall coordinate all Services with the Client Agency's facility staff prior to any Service being Performed on the SICSCS. Failure to do so may result in the Contractor being responsible for any applicable fines or fees incurred by the Client Agency.

Contractor shall provide equipment necessary to perform any Service on the SICSCS, including mechanical lift equipment for gaining access to devices that are not readily accessible, at no additional expense to the Client Agency. Contractor shall maintain equipment and materials consistent with applicable State of Connecticut and Client Agency safety and health codes as well as administrative directives and policies located at the following link  
<http://www.ct.gov/doc/cwp/view.asp?a=1492&Q=450576&docNav=|>.

Contractor shall maintain a log book, provided by Client Agency, at the Client Agency's location for all Services Performed at the Client Agency's location.

Contractor shall be on site to respond to all service calls within four (4) hours of Client Agency placement to include after hours, weekends and holidays.

If a manufacturer's representative is required to Perform a Service and is requested by the Client Agency, the Contractor may invoice the Client Agency a surcharge, as set forth in Exhibit B, for the scheduling and coordinating of the manufacturer's representative as long as a copy of the manufacturer's invoice for services rendered are provided to the Client Agency upon completion.

In the event that the Contractor is unable to complete repairs to a major component that is deemed critical by the Client Agency to its operation, the Contractor shall provide the Client Agency with a quote within twenty-four (24) hours for the replacement of SICSCS equipment, services and repair of failed SICSCS equipment.

After normal working hours, the Contractor shall maintain trained technicians, in the use of the automatic SICSCS products, ready to respond on demand to any Client Agency needs. Should an issue arise where a problem requiring immediate repair falls beyond the technical expertise of a responding technician, the Contractor's highest tier service technicians must be contacted to support the responding technician. Contractor's service manager or assigned alternative shall always be on call to properly guide the responding technician or make arrangements for another technician to respond if necessary. If needed, the Contractor shall contact the manufacturer for technical support with prior written approval from the Client Agency.

**1.3. PURCHASE AND INSTALLATION OF SICSCS:**

**1.3.1. Purchase and Installation of SICSCS Equipment and/or Repair Parts:**

The following types of SICSCS equipment related to the scope of this Contract may be purchased under this Contract:

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Programmable logic or automation controllers; I/O modules; Ethernet switches; PC servers and workstations; operator interface terminals; video displays; software; software development; engineering and documentation; control relays; cable; wiring; power supplies; and all equipment, parts and materials needed to install or house equipment to the SICSCS.

All SICSCS equipment purchased will be new and will be the manufacturer's most current model. Replacement parts will meet or exceed original SICSCS equipment manufacturer's specifications. All substitutes for the original manufacturers' equipment must be approved in writing by the Client Agency before installation.

**1.3.2. Site Meeting and Inspections and Request for Quote for SICSCS Equipment and/or Repair Parts:**

The Client Agency shall request a quote from the Contractor(s) to upgrade, add, modify or replace any equipment (to include parts) to the SICSCS, as needed, for any Client Agency facility.

The Client Agency shall schedule a site meeting and inspection with the Contractor(s) prior to the deadline that the Contractor(s) is required to submit their quote to the Client Agency.

During the site inspection, the Client Agency shall provide specifications, working and security policies, project completion date and may provide a floor plan drawing of the location which will indicate where they would like the placement of all SICSCS equipment. Contractor(s) shall specify if there are any required modifications and/or additions to the site and suggest any changes to the placement of all equipment, which are required to insure proper operation of the SICSCS equipment. Contractor(s) shall carefully examine Client Agency's specifications, become familiar with the location's conditions and requirements that may in any manner affect the work to be performed as well as equipment, materials, labor, or services required under the Contract prior to providing the Client Agency a quote.

Contractor shall provide the Client Agency with a detailed, written and itemized quote for installation of additional systems, SICSCS equipment upgrades, modifications and/or new systems within ten (10) business days after the site inspection. The quote will include, but not be limited to, all equipment to include manufacturer name, model/part number; materials; and a breakdown of the number of hours to complete the project. The quote will be the actual cost listed on the Client Agency's purchase order for work provided regardless of the number of hours of work actually worked to complete the project. If equipment changes are required after the original quote, a supplemental quote with any updated AutoCAD drawings, if applicable, will be submitted to the Client Agency for their records.

Client Agency may negotiate, with the Contractor, a discounted price on any SICSCS project.

**1.3.3. Submittals:**

Submittals (listed below) must be submitted as required in accordance with the project and technical specifications on a per project basis. Submittals shall include but not limited to manufacturer product



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data sheets and manuals, floor plan and shop drawings, installation materials and methods in the specified format provided below. Contractor shall make any corrections to the submittals as required by the Client Agency, at no additional cost to the Client Agency. At the Contractor's expense, the Contractor shall resubmit the required number of copies of the proposed corrected copies until such proposed correction(s) are approved by the Client Agency.

**Submittal Formats:**

Prior to starting new work, the Contractor shall provide three (3) copies of documentation in paper format and one (1) copy in electronic file format on compact disk media as follows:

- |                      |                                 |
|----------------------|---------------------------------|
| 1. Drawings:         | AudoCAD 2007 (.dwg & .dwt)      |
| 2. Spreadsheets:     | Microsoft Excel 2013 (.xlsx)    |
| 3. Product Data:     | Portable Document Format (.pdf) |
| 4. Manuals:          | Portable Document Format (.pdf) |
| 5. Custom Documents: | Microsoft Word 2013 (.docx)     |

Drawings must conform to the following:

1. Size will be 24" x 36" and/or 11" x 17".
2. Media will be minimum 24# white paper.
3. Title block must include Client Agency job title, project number, drawing description, Contractor name and contact information, scale and drawing date.
4. Scale shall be a minimum of 1"=50' for site drawings, 3/16" = 1' for floor plans views, 3/4"=1' for details.
5. Plotted text must be no less than 1/16" high and a height to width ratio of .8.

Paper copy submittal must be presented in 3" or less three ring binder(s) complete with cover sheet, table of contents, drawing index and submittal data.

Submittal cover sheet must include the following information:

1. Client Agency Project Name and Number
2. Facility Name & Location
3. Client Agency (name, address, phone number)
4. Contractor (name, address, phone number, e-mail address)
5. Sub-Contractor (name, address, phone number, e-mail address)

**1.3.4. Installation of SICSCS Equipment/Repair Parts:**

Contractor shall provide a turnkey operation, including but not limited to, consulting, design and project management services; SICSCS equipment delivery; installation of all SICSCS equipment; final hook up for all devices; system testing; and onsite training for the Client Agency unless otherwise directed by the Client Agency in writing. All charges will be included in the quote provided to the Client Agency. Contractor shall maintain and complete Exhibit D for each project, throughout the term of the project.

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Contractor shall deliver, and if required, install, integrate or program any SICSCS equipment or non-equipment solution according to a written schedule that is to be approved by the Client Agency in writing prior to the commencement of the project.

Contractor shall provide blueprints and/or AutoCAD drawings (at the discretion of the Client Agency) of typical equipment room layouts, specifying floor space, electrical outlet requirements and where all equipment will be placed for each system. Drawings and submittals are to be provided to the Client Agency at no additional charge. Cut outs/data sheets for major components are to be provided to the Client Agency at no additional charge.

Contractor shall provide the most current software and firmware with compatibility for all necessary equipment to function properly.

Contractor shall provide the Client Agency with copies of all software purchases/agreement for purposes of auditability and assessment to comply with State laws.

All SICSCS equipment delivered for installation must conform to the testing standards at the time of purchase and must incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

Contractor shall supply weekly activity reports and/or conduct inspections and testing on all SICSCS equipment as required by the Client Agency.

When installation or repair of any SICSCS equipment requires the temporary shutdown of the SICSCS, the installation or repair will be performed at such a time as designated by the Client Agency in writing. Client Agency reserves the right to limit the shutdown time to a specified number of hours and set the date and time of each occasion of complete shutdown. Contractor shall insure all tools, supplies, equipment and labor are on hand and in position to start the moment the shutdown period is initiated.

Contractor shall remove all existing SICSCS equipment and will be required to turn over all equipment removed to the Client Agency.

All existing cable or wire will be used during installation unless Contractor is directed otherwise in writing by the Client Agency. If the Client Agency requests new cable or wire, the Contractor shall remove the existing cable or wire and dispose of it properly (at no expense to the Client Agency).

Contractor is responsible for all repairs made necessary by the installation or removal of SICSCS equipment, including but not limited to patching, painting, plastering, conduit and dry wall restoration.

**1.4. TRAINING:**

All training related to SICSCS equipment and/or repair parts and software installed will be quoted and provided by the Contractor when requested in writing by the Client Agency. Training provided will be

**EXHIBIT A**  
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sufficient for the Client Agency to fully understand and comprehend how the equipment/system/software operates. All training will be provided to all shifts during their normal work schedules including evening and night shifts, if required by the Client Agency at the Client Agency location.

If a Client Agency requires refresher training, or if a turnover in the Client Agency's staff generates a need for additional training, or if advanced training is required, the Client Agency shall contact the Contractor for a quote. All training will be conducted on a date and time mutually agreed upon by both parties.

**1.5. ACCEPTANCE AND SIGN OFF OF SICSCS EQUIPMENT:**

After the SICSCS equipment has been installed and as part of the completion process, the Contractor shall provide the Client Agency engineer with three (3) identical operation and maintenance manuals. Operation and maintenance manuals will be provided, as required, in accordance with the project and technical specifications on a per project basis.

Client Agency shall complete a final walk through and inspection with the Contractor after the installation has been completed. After the final walk through has been completed and approved, the Contractor and Client Agency shall sign off on a completed Exhibit D. Execution of Exhibit D constitutes acceptance by the Client Agency for purposes of the Contract. Contractor shall be responsible for ensuring that Client Agency receives the original of the Exhibit D. Contractor shall not invoice the Client Agency until after the final sign off of Exhibit D.

**1.6. REQUIRED SERVICE REPORTS:**

A legible written service report in a form acceptable to the Client Agency for repairs must be delivered to the Client Agency at the facility upon completion of any Service. Contractor shall notify the Client Agency immediately of any discovered deficiencies (list code violations and reference standard with code section, if applicable) to the SICSCS and identify these deficiencies **PROMINENTLY** on the service report after any Service.

The service report will include, but not be limited to, the following information:

- Date and time notified
- Date and time of arrival
- Location of Service
- Client Agency contact person and telephone number
- Contractor's name, business address and telephone number
- Name of technician performing the Service
- Make and model number of SICSCS equipment being serviced.
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected

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- Manufacturer name and manufacturer's part number for all SICSCS equipment/parts replaced
- Charges for the Service, if applicable
- Departure Time

Each report must be signed (printed and signed legibly) by the contact person/designee at the Client Agency's location to indicate receipt of the report only and by the Contractor's technician.

Contractor's failure to sign in or out or leave a signed report at the Client Agency location, whether intentional or unintentional, will be conclusive proof that a requested Service was **not** Performed.

Within ten (10) business days (or sooner) of the completion of Service, the Contractor shall provide the Client Agency with a quote for deficiencies, per the rates provided in Exhibit B, and items that require correction, to include the specific code reference to code violation(s), if applicable. If requested, an additional copy of the report will be submitted to the Client Agency at no additional charge.

**2. ADDITIONAL TERMS AND CONDITIONS:**

**2.1. APPLICABLE CODES, RECOMMENDATIONS AND REGULATIONS:**

Where applicable, the SICSCS and Services performed under this Contract will be in strict accordance with, but not limited to, the latest revisions of the National Fire Protection Association codes, Connecticut Fire Safety Codes, Connecticut Fire Prevention Code, National Electrical Code, Connecticut Building Codes, International Building Codes, International Mechanical Code and International Existing Building Code, as accepted by the State Fire Marshal; local building codes; and manufacturer recommendations and/or requirements, as well as any other applicable, Client Agency Administrative Directives, Connecticut and Federal Historical Site Requirements, Occupational Safety and Health Administration, American National Standards Institute, American with Disabilities Act, United States or Connecticut Department of Energy and Environmental Protection Regulations, Department of Public Health Regulations, Connecticut and Federal Historical Site Requirements, United States Department of Transportation, UL and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other applicable industry standards.

If any of the stated codes, recommendations and regulations are different, overlap or are in conflict with one another, the Contractor shall inform the Client Agency in writing which method will be used. The Client Agency reserves the right at its sole discretion to have the Contractor correct any installation method, at no expense to the Client Agency, not found to be in the best interest of the State.

If any of these codes/requirements change and have an impact on the Contract, a Contract Supplement may be issued to reflect these changes.

**2.2. LICENSES:**

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Contractor shall hold the following licenses, as applicable to the Service provided, issued by the State, Dept. of Consumer Protection, Department of Labor or any other license not listed below, as required by State law.

Subcontractors approved under Section 2.6 of this Exhibit A shall hold the following licenses, as applicable to the Service provided (on behalf of the Contractor), issued by the State, Dept. of Consumer Protection, Department of Labor or any other license not listed below, as required by State law.

The Client Agency, at any time during the term of the Contract, may request that the Contractor and subcontractor provide proof of any of the below referenced licenses. Contractor's and subcontractor's personnel shall carry their licenses with them when performing any Services and will make the required licenses available to the Client Agency prior to beginning any type of Service, if requested.

The following licenses are required: E-1, C-5 or L-5 Electrical Contractor types, with employees holding the respective E-2, C-6 or L-6 Electrical Journeyman type licenses, or be registered as an apprentice with the Connecticut Department of Labor.

**2.3. CONTRACTORS PERSONNEL:**

**2.3.1. Technicians:**

Contractor's personnel shall be qualified technicians with a minimum of three years of experience in electronic SICSCS Service and repair. Contractor is responsible for providing all necessary training and certifications for their staff for all SICSCS equipment listed in this Contract at the Contractors' expense.

Contractor shall provide proof of manufacturer certification(s) for all newly factory trained and certified technician(s), upon request from Client Agency.

**2.3.2. Contract Managers:**

Contractor shall provide a single point contact for each of the three managers listed in Sections 2.3.3, 2.3.4 and 2.3.5 along with a backup manager to fill in during time of absence of each manager. All managers shall be located in-state.

All managers and backup managers shall maintain the following qualifications:

- Ability to read and comprehend blueprints, plans and drawings.
- Strong verbal and written communication skills.
- Knowledgeable of the functionality of all company products.
- Minimum of five (5) years of experience in providing similar service.
- Ability to develop and maintain good client relations between Contractor and the Client Agency.

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As part of the Contractor's standard ongoing technician performance management process, the Contractor's manager(s) are required to perform documented field visits (also known as check rides) once per project to observe the Contractor employee performance in the course of conducting any installation and service to SICSCS equipment.

**2.3.3. Account Managers:**

Contractor shall provide an Account Manager and backup Account Manager which shall provide the following services:

- Serve as main point of contact for Client Agency.
- Apprise and handle any type of issues with the Client Agency and follow up as necessary to ensure that schedules are kept and repairs are completed in a timely manner.
- Oversee installation of new SICSCS equipment and systems.
- Clarify and correct any invoicing and all performance issues.
- Provide a monthly updated list of system numbers for each State location.

**2.3.4. Installation/Project Manager:**

Contractor shall provide an Installation/Project Manager for all projects regardless of job scope or cost. The Account Manager shall fill in during time of absence of the Installation/Project Manager.

The Installation/Project Manager and backup Account Manager shall:

- Be the main point of contact for Client Agency.
- Schedule and coordinate all appointments with the Client Agency.
- Oversee installation of new equipment and systems.
- Apprise Client Agency of any issues with the project.
- Provide written weekly project updates to the Client Agency.
- Handle issues directly and follow up as necessary to ensure that schedules are kept and that the project is completed in a timely manner.

**2.3.5. Service Manager:**

Contractor shall provide a Service Manager for all projects regardless of job scope or job costs. The Account Manager shall fill in during time of absence of the Service Manager.

The Service Manager shall:

- Schedule and coordinate all appointments for service calls, inspections and testing with the Client Agency.
- Provide Client Agency with an estimated time of arrival and issue a ticket number(s) for all service calls.

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- Provide Client Agency with updates on service call responses and diagnostics of the issues.
- Apprise and handle any type of issues with the Client Agency and follow up as necessary to ensure that schedules are kept and repairs are completed in a timely manner.
- Provide loaner equipment, at no charge to the Client Agency, when necessary to minimize down time.

**2.4. LABOR RATES:**

Labor rates are to be considered straight time costs for work accomplished during normal working hours. Hourly rates will be charged in quarter hour increments and rounded up or down to the closest quarter hour after the minimum number of hours has been applied. All Services will be performed during the Normal Work Day (as defined below).

Any Services performed after the normal work hours will be executed only with prior written approval from the Client Agency at the rates described in Exhibit B.

Normal Work Day: Either 7:30 to 3:00 or 8:00 am through 4:00 pm (depending on the Client Agency facility), Monday through Friday, excluding all State holidays. Hours will be specified on the Client Agency's purchase order. Note that the actual hours worked could be affected by daily check in and check out and tool inventories.

Continued Service Beyond Normal Work Day: This is for repairs that extend beyond the normal working hours.

After Hours, Saturday, Sunday and Holidays: This rate is for when emergency service is requested by the Client Agency after normal work day hours.

List of State holidays may be found on the DAS website: <http://das.ct.gov/fp1.aspx?page=264>.

**2.5. ADDITIONAL FEES:**

Contractor shall not charge any additional fees including but not limited to, equipment rental (to include lift equipment), truck charges, fuel surcharges, travel time, travel costs, trip charges, mileage charges, portal-to-portal rates, parking fees, ancillary fees and costs including permits, licenses, insurance, and other expenses not listed within the Contract.

**2.6. SUBCONTRACTING:**

No subcontracting is allowed under this Contract except for:

- The electrical portion of this Contract. Contractor shall ensure that electrical subcontractor meets all licensing qualifications outlined in Section 2.2. of this Exhibit A.
- The manufacturer's field support. Contractor shall ensure that subcontractor meets the qualifications and performs Services as outlined in this Exhibit A.

**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Once approved, the subcontractor's information will be included in Exhibit F. DAS may remove any subcontractor from Exhibit F at any time if DAS, at its sole discretion, deems a subcontractor is not qualified to perform work under this Contract.

Contractor acknowledges that any work provided under the Contract to any Client Agency is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s).

If the Contractor subcontracts, the sole responsibility for Performance of the job will rest upon the Contractor, not the subcontractor. If the Contractor has any issues with the subcontractor, it is the Contractor's responsibility to handle and resolve all problems. If the problems are not resolved, the Contractor shall find another means to complete the job by the stated deadline. A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request in a form acceptable to DAS.

Client Agency may prohibit the Contractor the use of any approved subcontractor(s) on a specific project.

Contractor may charge a markup percentage (refer to Exhibit B) over the total cost of the subcontractor's total cost. Contractor shall provide the Client Agency with a copy of the subcontractor's quote with their invoice.

If a Contractor elects to utilize any additional subcontractor(s) that are not listed in Exhibit F for electrical service, the Contractor shall submit their request in writing to Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) for approval prior to any such subcontractor commencing any work. If DAS approves the subcontractor, the Contractor shall have the subcontractor complete and return the form SP-26NB (provided by DAS) to DAS. Once DAS is in receipt of form SP-26NB, a Contract Supplement will be issued adding the requested subcontractor to the Contract.

**2.7. PREVAILING WAGES:**

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Exhibit A in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (j) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**2.8. ADD OR DELETE A SERVICE TO THE CONTRACT:**



**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

The State reserves the right to add or delete any service not listed in this Contract that may be required due to codes or recommendations or both changes listed in Section 2.1 of this Exhibit A during the term of the Contract.

If a Client Agency needs a specific service added to the Contract, the Client Agency shall submit the request in writing to Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov). DAS shall then request a price for the service from the Contractor(s) listed within the Contract. After DAS reviews all the information and the service is approved, a Contract Supplement will be issued.

If a specific service needs to be removed from the Contract, the Contractor shall email Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) with all the information to remove the service. After the information is received, a Contract Supplement will be issued to remove said service.

**2.9. WARRANTY:**

Warranty period for new SICSCS equipment will not begin until the execution date listed on Exhibit D. The warranty period will be for a minimum period of one (1) year or according to the manufacturer's standard warranty, whichever is longer. Contractor shall provide SICSCS equipment free from defects in materials or workmanship, which substantially conform to the specifications, performance standards, and descriptions in the documentation, so as to provide use of the products in accordance with such documentation without significant functional downtime to the Client Agency's ongoing business operations during the warranty term. If, during this period, such faults develop, the unit or component affected will be repaired or replaced with a new unit or component, as applicable, without any cost to the Client Agency. Where accessories are to be supplied, they must be compatible with the rest of the equipment.

The warranty will provide the full cost to replace the defective item including, but not limited to, any labor, packing and shipping required to replace the defective item.

Service performed under this Contract is fully guaranteed by the Contractor against defect due to faulty material and workmanship.

Each new installation comes with one (1) full year warranty for all newly installed system components commencing upon the execution date listed on Exhibit D. This warranty covers all parts and labor associated with correcting workmanship issues, faulty SICSCS equipment and other related issues. Only the parts or systems newly installed are covered; therefore, any add-on to an existing system comes with a warranty specific to those components added.

This warranty will not apply to certain conditions as listed below, and if Client Agency calls the Contractor for service under the warranty and upon inspection by Contractor's representative it is found that one of these conditions has led to the inoperability or apparent inoperability of the equipment, the Contractor shall complete any repairs necessary and charge according to the rates listed in Exhibit B. If the repairs cannot be made at that time, the Contractor will make arrangements with the Client Agency for a time when the repairs can be completed and only charge Client Agency for the time that the

**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Contractor's representative was at the Client Agency's facility. Should it actually be necessary to make repairs to the equipment due to one of the conditions listed below, a charge will be made for such service at the rates listed in Exhibit B for labor and material.

Conditions not covered by warranty:

- Damage resulting from accidents, acts of God, acts of terrorism, alternation, misuse, tampering, abuse or other cause not related to a defect in material or workmanship.
- Failure of the Client Agency to properly follow operating instructions provided by the Contractor at time of installation or at a later date.
- Adjustments necessitated subsequent to completion of installation by the Contractor and acceptance by Client Agency due to misalignment of video cameras, improper adjustment of monitor brightness or contrast or both tuning dials or changes to lighting conditions in the area viewed by the camera(s).
- Trouble due to interruption of commercial power or to Client Agency facility standby and emergency power systems.
- Devices designed to fail in protecting the SICSCS equipment, such as, but not limited to, fuses and circuit breakers.
- Equipment changes requested by the Client Agency where the Contractor advised the Client Agency against such modifications.

**2.10. SIGNING OF DOCUMENTS:**

The Contractor shall not require any Client Agency to sign any form and document for any type of Service under this Contract except for final sign off signature in Exhibit D and for receipt of Service reports. Client Agencies do not have the authority to sign any other paperwork from a Contractor. The Contract and the Client Agency's purchase order are the only document allowed between the Client Agency and the Contractor with the exception of Exhibit D. Any issues regarding the signature of any additional document(s) of form(s) need to be brought to the attention of Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov).

**2.11. ACCOUNT TRANSITION:**

Contractor shall provide the Client Agency with the lock-out and programming codes to the panel or default the panel to allow any new contractor in a subsequent contract access to the panel and provide any other necessary information required to gain full access to SICSCS as part of the transition period.

Client Agency shall coordinate and work with the Contractor and the prior contractor to ensure a smooth transition of accounts. Contractor shall complete the transition in a timely manner without any interruption of service. Contractor shall work with any new Contractor immediately after the execution of any subsequent contract to schedule transition and phase-in of equipment.

**EXHIBIT A**  
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If there are any purchase and installation projects still open during a transition period, the Contractor is authorized to continue and complete the project in its entirety.

**2.12. DAMAGES OF STATE AND/OR PERSONAL PROPERTY:**

The Contractor shall be responsible for the repair or replacement cost of any damage to the State personal property caused by the use, misuse or negligence of the Contractor or its employees and subcontractor and its employees. The Contractor shall report any damage to State property within seventy-two (72) hours of the occurrence. The damage will be reported verbally and in writing.

**2.13. 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 DAS, 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.

**2.14. ENERGY STAR PROVISION (per CGS 4a-67c):**

Equipment and appliances offered pursuant to this Contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

**2.15. CLIENT AGENCY PURCHASING AND PAYMENT INFORMATION:**

Questions regarding purchase orders should be directed to Michael McGuinness at State of Connecticut, Department of Correction, 24 Wolcott Hill Road, Wethersfield, CT 06109 and may also be contacted at 860-692-7851 or [Michael.mcguinness@ct.gov](mailto:Michael.mcguinness@ct.gov).

Payment and invoicing inquiries should be directed to the Accounts Payable Unit at State of Connecticut, P.O. Box 290891, Wethersfield, CT 06129-0891 and may be contacted at 860-692-7851.

Invoice must contain:

- Purchase order number
- Date of Service
- Location of Service
- Description of service performed
- Be itemized by labor hours and labor rate, if applicable
- Be itemized by part number and part unit pricing, if applicable
- Copy of supplier's invoice, if applicable
- Copy of subcontractor's invoice, if applicable

**EXHIBIT A**  
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- A legible copy of the signed service report, if applicable.

**2.16. P-CARD (PURCHASING MASTERCARD CREDIT CARD):**

Notwithstanding the provisions of Section 4(b)(ii) 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 receive orders issued 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 acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed 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.

**2.17. SECURITY AND/OR PROPERTY ENTRANCE POLICIES AND PROCEDURES:**

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

**2.18. BUSINESS ASSOCIATE**

The Contractor is a Business Associate for purposes of HIPAA.

**2.19. 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 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 a Collect Background Report from the DOC a form for

**EXHIBIT A**  
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each employee assigned to and/or request admittance to any Client Agency's facilities. Contractor's personnel shall 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.)

DOC will provide a written security clearance confirmation list for individuals that have been security cleared. Contractor's personnel will not be granted admittance to any facility without proper clearance. Contractor's personnel shall carry a copy of their authorized security clearance confirmation with them at all times.

Any questions relating to the Collect Background Report and completed forms should be emailed to: [DOC.Collect1@ct.gov](mailto:DOC.Collect1@ct.gov).

(2) Scheduling of Escorts

(A) Contractor shall provide the Client Agency and designated facility personnel with a 48 hour notice of the need for an escort(s) for the Contractor, Contractor's personnel, subcontractors, agents or invitees to enter a facility. Client Agency security clearance must be obtained prior to requesting an escort.

Notice shall include:

1. Number of personnel requiring entry to the facility.
2. Indicate whether such personnel will need access to more than one area of the facility.
3. Indicate which area(s) of the facility must be entered.
4. Month, date and hour of arrival.
5. Number of hours to be spent in a facility.

(B) Once an escort(s) is scheduled, Contractor shall provide 48 hour notice of any scheduling changes to the Client Agency and designated facility personnel.

Failure to notify the Client and designated facility personnel of scheduling change that results in the assignment of unnecessary escorts shall constitute a "no show occurrence". The Client Agency shall charge the Contractor \$360.00 per escort per day.

(C) Bona fide emergency situations, including but not limited to, severe weather, vehicular breakdown or accident or Contractor personnel illness that require cancelling an escort(s) on a scheduled date, require notice to the Client Agency and designated facility personnel two (2) hours

**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

before scheduled arrival time, if possible. Emergency situations shall be evaluated by the Client Agency on a case by case basis.

(D) Names of the Client Agency contact personnel, designated facility personnel and a 24 hour contact telephone number will be provided to the Contractor upon Contract Award.

(3) 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 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m. (depending on the facility), 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.
- (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.

(4) 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:

**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

(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.

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

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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



**EXHIBIT A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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.

**(D)** The Client Agency will provide a written form containing the requirements of this section prior to entering a DOC facility for the first time. The Contractor, subcontractors and any of their employees who will enter DOC facilities will be required to sign and date acknowledgement of this sections requirements. The acknowledgement will remain in force until a revocation or lapse in a valid security clearance letter.

CONTRACTOR NAME:	Aaron Associates of CT, Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>MANAGEMENT CONTACT INFORMATION:</b>	
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**Account Manager:**

Name: Carmen Corvigno  
 Office Phone Number: 203-753-1536 x 10  
 Cell Phone: 203-232-9939  
 Email Address: [cgcorvigno@aarontct.com](mailto:cgcorvigno@aarontct.com)

**Backup Account Manager:**

Name: Jason Falk  
 Office Phone Number: 203-753-1536 x 18  
 Cell Phone: 860-712-7099  
 Email Address: [jjfalk@aarontct.com](mailto:jjfalk@aarontct.com)

**Project/Installation Engineer:**

Name: Jaime Michalec  
 Office Phone Number: 203-753-1536 x 17  
 Cell Phone: 860-309-6195  
 Email Address: [jpmichalec@aarontct.com](mailto:jpmichalec@aarontct.com)

**Service Manager:**

Name: Jason Falk  
 Office Phone Number: 203-753-1536 x 18  
 Cell Phone: 860-712-7099  
 Email Address: [jjfalk@aarontct.com](mailto:jjfalk@aarontct.com)

**EXHIBIT B, RFP-16  
PRICE SCHEDULE**

**CONTRACT NO: 18PSX0076**

CONTRACTOR NAME:	Aaron Associates of CT, Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>1.</b>	<b>LABOR RATES FOR INSTALLATION OF EQUIPMENT:</b>	
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	a. Normal Work Day:	\$ <u>92.00</u> Per Hour (1 hour minimum)
	b. Continued Service Beyond Normal Work Day:	\$ <u>105.00</u> Per Hour
	c. After Hours, Saturday, Sunday and Holidays	\$ <u>110.00</u> Per Hour (2 hour minimum)

<b>2.</b>	<b>LABOR RATES FOR MAINTENANCE/REPAIRS/SERVICE:</b>	
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	a. Normal Work Day:	\$ <u>92.00</u> Per Hour (1 hour minimum)
	b. Continued Service Beyond Normal Work Day:	\$ <u>105.00</u> Per Hour
	c. After Hours, Saturday, Sunday and Holidays	\$ <u>110.00</u> Per Hour (2 hour minimum)

<b>3.</b>	<b>PREVAILING WAGE LABOR RATES FOR INSTALLATION OF EQUIPMENT:</b>	
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	a. Normal Work Day:	\$ <u>No Award*</u> Per Hour (1 hour minimum)
	b. Continued Service Beyond Normal Work Day:	\$ <u>No Award*</u> Per Hour
	c. After Hours, Saturday, Sunday and Holidays	\$ <u>No Award*</u> Per Hour (2 hour minimum)
		*Prevailing Wage Rates will be applied when required.

**EXHIBIT B, RFP-16  
PRICE SCHEDULE**

**CONTRACT NO: 18PSX0076**

CONTRACTOR NAME:	Aaron Associates of CT, Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>4.</b>	<b>EQUIPMENT OR PARTS, MISCELLANEOUS PARTS AND MATERIALS:</b>	
	Prices based on a percentage up-charge from the Contractor's cost. Upcharge must be a single whole percentage and will be applied to the equipment/parts cost (minus any taxes) paid by the Contractor. Contractor shall provide the Client Agency with a copy of the supplier's invoice or documentation concerning the purchase price of equipment/parts that were purchased for the Client Agency.	<u>5</u> % Percentage Upcharge over Supplier's Invoice

<b>5.</b>	<b>SURCHARGE FOR COORDINATING AND SCHEDULING OF MANUFACTURER'S REPRESENTATIVE OR SUBCONTRACTOR:</b>	
	- Refer to Section 1.2 of Exhibit A.	
	Surcharge for Coordinating and Scheduling of Manufacturer's Representative or Subcontractor:	<u>5</u> %

	<b>24/7 TELEPHONE NUMBER:</b>	203-753-1536 or <a href="mailto:techsupport@aaront.com">techsupport@aaront.com</a>
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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

<b>CONTRACTOR NAME AND ADDRESS:</b>			
Name:			
Address:			
City:		State:	Zip:

<b>GENERAL JOB INFORMATION:</b>			
Date Quote Requested:		Date Quote Provided:	
Purchase Order Number:		Date Purchase Order Issued:	
Anticipated Project Start Date:		Actual Project Start Date:	
Turnkey Operation:	(YES) (NO)	Anticipated Completion Date:	
Site Inspection Completed:	(YES) (NO)	Date Site Inspection Completed:	

<b>CLIENT AGENCY CONTACT INFORMATION FOR PROJECT:</b>			
<b>Client Agency Site Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Alternate Client Agency Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Alternate Client Agency Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Client Agency Purchasing Contact</b>			
Name	Phone	Cell / Alt. Phone	Email

<b>CONTRACTOR CONTACT INFORMATION FOR PROJECT:</b>			
<b>Contractor Account Manager Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Contractor Backup Manager Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Contractor Project/Installation Manager Contact</b>			

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

Name	Phone	Cell / Alt. Phone	Email

Contractor Service Manager Contact			
Name	Phone	Cell / Alt. Phone	Email

Contractor Regional Manager Contact (Account Manager's Supervisor)			
Name	Phone	Cell / Alt. Phone	Email

SUBCONTRACTOR(S) INFORMATION: (Contractor must list all subcontractors that will be utilized for this project.)			
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Subcontractor 1 – Name and Address:			
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Contact Name	Phone	Cell / Alt. Phone	Email

Service(s) to be Provided: \_\_\_\_\_

Original subcontractor's quote provided to Client Agency: \_\_\_\_\_ (YES) (NO)

Subcontractor 2 – Name and Address:			
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Contact Name	Phone	Cell / Alt. Phone	Email

Service(s) to be Provided: \_\_\_\_\_

Original subcontractor's quote provided to Client Agency: \_\_\_\_\_ (YES) (NO)

Subcontractor 3 – Name and Address:			
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Contact Name	Phone	24hr. Phone	Email

Service(s) to be Provided: \_\_\_\_\_

Subcontractor 1 original quote provided to Client Agency: \_\_\_\_\_ (YES) (NO)



**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

Subcontractor 2 original quote provided to Client Agency:	(YES) (NO)
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Subcontractor 3 original quote provided to Client Agency:	(YES) (NO)
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**EQUIPMENT PRE-INSTALLATION CHECKLIST FOR CONTRACTOR:**

Type of equipment to be installed:		
Intercom		Video Extenders
Perimeter Detection		USB Extenders
Video Monitors		Media Converters
Equipment Racks		Patch Panels
Network Switches		Structured Wiring Material
PC Master Servers		Security Detection Sensors
Thin Clients		Video Monitor Mounts
Programmable Logic Controller, Programmable Automation Controller, Input/Output		Personnel Protection Monitoring
PC Workstation		Uninterruptable Power Source
Operator Interface Terminals		Software & Software Licenses
Keyboard-Video-Mouse Console		Serial Servers
Surge Protection		Extended Manufacturer Warranty and Services
Power Supplies		Other?

Is a network connection required?	YES	NO	N/A	If yes, how many?	
Location of network connection identified and marked?	YES	NO	N/A		
IP address(s) requested?	YES	NO	N/A	How many?	
IP address(s) installed?	YES	NO	N/A	How many?	

Is power provided where necessary for panels, field devices, etc.?					(YES) (NO)
If no power outlets, location of power outlets identified and marked?					(YES) (NO)
Electrical Outlet(s) requested?	YES	NO	N/A	How many?	Type? (Double) (Quad)
Electrical Outlet(s) installed?	YES	NO	N/A	How many?	Type? (Double) (Quad)

Prevailing Wage Project?		Has Client Agency applied to Dept. of Labor for rates?	
Standard Wage Rate Project?		Has Client Agency applied to Dept. of Labor for rates?	

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

INSTALLATION PROCESS:					
Contractor is required to attend job meetings.					
Date of Job Meetings:					

Progress Review of the Installation with the Client Agency:	Date of Meeting:
1 <sup>st</sup> meeting at 25% installation completion:	
2 <sup>nd</sup> meeting at 50% installation completion:	
3 <sup>rd</sup> meeting at 75% installation completion:	
Additional Meetings:	

TRAINING:				
Systems training planned?	YES	NO	N/A	
Systems training completed?	YES	NO	N/A	Date completed:

Does Client Agency require additional training at a cost to the Client Agency?		Contractor provide quote to Client Agency?	
List any additional training required by Client Agency:			

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

INSTALLATION COMPLETION:	
Date installation completed?	
After installation of new equipment has been completed, state the date when the site walk-through with the Client Agency was done.	
After installation of new equipment has been completed, state the date when the site walk-through with the Client Agency was done.	
Date documentation to include operation and maintenance manuals provided to the Client Agency per Section 1.6 of Exhibit A:	

**FINAL SIGN OFF OF EQUIPMENT**

CONTRACTOR ACCOUNT MANAGER			
Contractor Account Manager shall sign below when the equipment has been installed, is in proper working order and meets all specifications; site walk-through has been completed; training has been provided to the Client Agency; and projects discs and documentation have been provided to the Client Agency.			
<b>Signature:</b>		<b>Date:</b>	
<b>Print Name:</b>		<b>Title:</b>	

By signing below, you agree that all the equipment has been installed, is in proper working order as of the date of your signature only and meets all specifications as of the date of your signature only; site-walk-through has been completed; you have received initial training on all equipment (as applicable); you have received project discs and documentation; and the Client Agency is accepting the equipment, as installed, for purposes of the Contract.

CLIENT AGENCY REPRESENTATIVE			
<b>Signature:</b>		<b>Date:</b>	
<b>Print Name:</b>		<b>Title:</b>	



**EXHIBIT E**  
**PREVAILING WAGE RATES**

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Information concerning Section Sec. 31-53(a) of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>.

Questions concerning Prevailing Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

**EXHIBIT E**  
**PREVAILING WAGE RATES**

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Information concerning Section Sec. 31-53(a) of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>.

Questions concerning Prevailing Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

Project: Integration Of Correctional Security And Control Systems For Department Of Correctional Facilities

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 24768

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Statewide

State#:

FAP#:

Project: Integration Of Correctional Security And Control Systems For Department Of Correctional Facilities

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	39.00	28.76

As of: **Thursday, May 10, 2018**

Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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**As of: Thursday, May 10, 2018**



Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

-----LABORERS-----

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4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzlemans (Person running mixer and spraying fireproof only).	30.30	20.10
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew whose primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	30.55	20.10
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10
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Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.80 20.10

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4f) Group 7: Asbestos/lead removal and encapsulation (except it's  
removal from mechanical systems which are not to be scrapped). 31.05 20.10

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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring  
crew. 28.38 20.10

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4h) Group 9: Top men on open air caisson, cylindrical work and boring  
crew. 27.86 20.10

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4i) Group 10: Traffic Control Signalman 16.00 20.10

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5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying,  
Metal Stud Installation, Form Work and Scaffold Building, Drywall  
Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers,  
Resilient Floor Layers. 32.60 25.34

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**As of: Thursday, May 10, 2018**

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5a) Millwrights 33.14 25.74

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6) Electrical Worker (including low voltage wiring) (Trade License  
required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 39.15 25.17+3% of  
gross wage

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7a) Elevator Mechanic (Trade License required: R-1,2,5,6) 51.71 32.645+a+b

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-----LINE CONSTRUCTION-----

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Groundman 26.50 6.5% + 9.00

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Linemen/Cable Splicer 48.19 6.5% + 22.00

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**As of: Thursday, May 10, 2018**

Project: Integration Of Correctional Security And Control Systems For Department Of  
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8) Glazier (Trade License required: FG-1,2) 36.28 20.45 + a

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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete  
Erection 35.47 33.39 + a

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----OPERATORS----

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Group 1: Crane handling or erecting structural steel or stone, hoisting  
engineer 2 drums or over, front end loader (7 cubic yards or over), work  
boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required) 39.30 24.05 + a

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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic  
yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer  
Drill/Caisson. (Trade License Required) 38.98 24.05 + a

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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes  
(under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting  
Engineer (all types of equipment where a drum and cable are used to hoist  
or drag material regardless of motive power of operation), Rubber Tire  
Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade.  
(slopes, shaping, laser or GPS, etc.). (Trade License Required) 38.24 24.05 + a

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Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.85	24.05 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.26	24.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.26	24.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.95	24.05 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.61	24.05 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.21	24.05 + a
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Project: Integration Of Correctional Security And Control Systems For Department Of  
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.78	24.05 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.74	24.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.74	24.05 + a
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Group 12: Wellpoint operator.	33.68	24.05 + a
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Group 13: Compressor battery operator.	33.10	24.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.96	24.05 + a
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**As of: Thursday, May 10, 2018**

Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

Group 15: Generator Operator; Compressor Operator; Pump Operator; 31.55 24.05 + a  
Welding Machine Operator; Heater Operator.

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Group 16: Maintenance Engineer/Oiler. 30.90 24.05 + a

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Group 17: Portable asphalt plant operator; portable crusher plant operator; 35.21 24.05 + a  
portable concrete plant operator.

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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; 32.79 24.05 + a  
(Minimum for any job requiring a CDL license).

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-----PAINTERS (Including Drywall Finishing)-----

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10a) Brush and Roller 32.72 20.45

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Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

10b) Taping Only/Drywall Finishing	33.47	20.45
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10c) Paperhanger and Red Label	33.22	20.45
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10e) Blast and Spray	35.72	20.45
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	41.62	30.36
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12) Well Digger, Pile Testing Machine	37.26	24.05 + a
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13) Roofer (composition)	35.97	19.73
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**As of: Thursday, May 10, 2018**



Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

14) Roofer (slate & tile)	36.47	19.73
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.18	35.29
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	41.62	30.36
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-----TRUCK DRIVERS-----

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17a) 2 Axle	29.13	22.32 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	22.32 + a
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As of: **Thursday, May 10, 2018**

Project: Integration Of Correctional Security And Control Systems For Department Of  
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17c) 3 Axle Ready Mix	29.28	22.32 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	22.32 + a
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17e) 4 Axle Ready Mix	29.38	22.32 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	22.32 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	22.32 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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**As of: Thursday, May 10, 2018**

Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

19) Theatrical Stage Journeyman	25.76	7.34
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Project: Integration Of Correctional Security And Control Systems For Department Of Correctional Facilities

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of: Thursday, May 10, 2018**

Project: Integration Of Correctional Security And Control Systems For Department Of  
Correctional Facilities

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of: Thursday, May 10, 2018**

**EXHIBIT F**

**LIST OF APPROVED SUBCONTRACTORS**

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SUBCONTRACTOR NAME:	SUBCONTRACTOR UTILIZED FOR:
Addison Electric Co. 960 Migeon Avenue Torrington, CT	Commercial & Industrial Electricians providing electrical services.
Environmental Systems Corporation 18 Jansen Court West Hartford, CT	Installation, Quality Assurance & Support for Verint Video Systems