

Invitation to Bid #19PSX0002

TRADE LABOR SERVICES

Contract Specialist: **Joseph Giliberto**

Date Issued: **15 April 2019**

Due Date: **01 May 2019 at 2:00 PM Eastern Time**

**Department of Administrative Services
Procurement Division**



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Invitation to Bid (ITB)

TRADE LABOR SERVICES

Guide to Electronic Bid Submissions

1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Division that all companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program, have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select Doing Business with the State and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc.).

Existing Companies Needing to Update Their Information: Login to BizNet and select Doing Business with the State and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.

2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Division's goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each invitation to bid are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each bid submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a bid response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:

Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:

<http://das.ct.gov/images/1090/Upload%20Instructions.pdf>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. Online Bid Responses

Any Invitations to Bid (ITB) posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now web based and fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to the date and time upon which the Bid is due pursuant to this ITB. Late submissions will not be accepted. All bid responses submitted must be e-signed. Bid responses that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered. If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Bidders will get a confirmation that their bid has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Bid pricing will be available for public viewing for 24 hours after bid closing.

- **Contractor Information/Electronic Signature Page – Web Based fillable Form**
- **Employment Information Form (DAS-45) – Web Based fillable Form**
- **Statement of Qualifications (DAS-14) – PDF Fillable Form**
- **Connecticut Economic Impact Form (DAS-46) – Web Based fillable Form**
- **Contract Exhibit B – Price Schedule (SP-16)**
- **Bid Addendum (SP-18) – if applicable**
- **Company’s Current SBE, MBE Certification Certificate**

- **Company History.**
- **List of Trade Licenses and copies of contractor's license(s) if applicable for each trade.**

Additional forms such as those listed below must be reviewed carefully and accepted by the bidder prior to bid submittal:

- Standard Terms and Conditions (SP-19)
- Invitation to Bid Document (SP-22)
- Invitation to Bid Contract (SP-50)
- Contract Exhibit A – Description of Goods & Services and Additional Terms & Conditions
- Contract Exhibit C – SEEC Form 11

4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet account with new and/or updated insurance information.

The following documentation will need to be uploaded to each company's BizNet account and evidencing that the State of Connecticut is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under "DAS Business Friendly Initiatives" at the following website: [http://portal.ct.gov/DAS/Search-Results?SearchKeyword=insurance instructions](http://portal.ct.gov/DAS/Search-Results?SearchKeyword=insurance%20instructions)

Bidders are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the bid. Please read ALL bid documents carefully and provide all required information. Failure to do so may result in rejection of your bid.

Overview

The State of Connecticut DAS is soliciting bids for Trade Labor Services with DAS Certified Small and Minority Businesses only for the State of Connecticut and its Client Agencies, Political Sub-Divisions and not for profit organizations. The resulting Contract services will consist of general repair trade work, emergency trade work, maintenance work, and construction projects. All services will include all labor, equipment and materials necessary to complete the work. Bidders shall provide with their bid, copies of their license(s) if applicable for the trade(s) they are bidding and provide company history in the trade(s) which they are bidding. The State of Connecticut DAS is also requesting copies of license(s) if applicable for the trade(s) they are bidding from other states. The State of Connecticut requires trade services for state property located in other States such as the Connecticut Building located at the BIG E in West Springfield, MA.

Scope

This is a small business set-aside bid that is limited to Connecticut certified small business vendors only. The resulting Contract services will consist of general repair trade work, emergency trade work, maintenance work, and project work. All services will include all labor, equipment and materials necessary to complete the work. It is the intention of DAS to award the resulting Contract to multiple contractors geographically by county and to make awards only to those vendors who are qualified to work in the trade(s) they are bidding.

As this is a bid, there are no negotiations. Terms and conditions cannot be changed and pricing shall be listed as specified only – no additional charges are permitted. The contract resulting from this ITB replaces the following contract award(s) in part or in total: 13PSX0235.

Instructions to Bidders

1. Bid Schedule

RELEASE OF ITB:	Date:	15 April 2019
RECEIPT OF QUESTIONS:	Date:	19 April 2019, by 6:00PM Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	24 April 2019
BID DUE DATE:	Date:	01 May 2019 at 2:00 PM Eastern Time

2. Pre-Bid Meeting Requirements:

This bid contains no pre-bid meeting requirements.

3. Questions:

Questions for the purpose of clarifying this bid must be received no later than the date and time specified in Section I, "Bid Schedule" and must be directed to the Contract Specialist, Joseph Giliberto via email: joe.giliberto@ct.gov.

4. Communications

During the period from your organization's receipt of this ITB, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Joseph Giliberto via email: joe.giliberto@ct.gov.

5. Public Bid Opening

Public bid openings are now conducted online. Bid pricing submitted will be available for public view through your BizNet Account and is available for 24 hours after the bid due date and time.

How to View Bid Results:

- Go to the DAS/Procurement website: http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2
- Click on the heading "Current Solicitations"
- Click radio button "Under Evaluation"
- Search for the bid
- Click on "Public Opening" under the bid due date and time

Bid Requirements

1. Set Aside Participation

Full Set Aside:

This ITB has been reserved for participation by only Connecticut DAS – certified small (SBE), minority (MBE) businesses. Bidders are required to provide a copy of the company's current certification certificate. Bids received by companies that are not certified will be rejected.

Further information about the Supplier Diversity Program can be found at the following link:

<http://portal.ct.gov/DAS/Procurement/Supplier-Diversity/Apply-for-Small-Business-Enterprise-or-Minority-Business-Enterprise-Certification-SBE-or-MBE>

2. Lowest Responsible Qualified Bidder; Micro Business Preference

The contract resulting from this ITB will be awarded to multiple contractors geographically by county and to those contractors who competitively meet pricing targets and who are qualified to work in the trade(s) they are bidding. The qualities of articles to be supplied, their conformity with the needed specifications, their suitability to the requirements of the State government and the delivery terms will be taken into consideration, and the life-cycle costs and trade-in or resale value of the articles may be considered where it appears to be in the best interest of the State. In determining those contractors who competitively meet pricing targets and are responsible qualified bidder, a price preference of up to ten per cent (10%) may be given for the purchase of the goods or services from micro businesses, or up to fifteen per cent (15%) in the case of "veteran-owned" (as described below) micro businesses. Micro business means a business with gross revenues not exceeding three million dollars (\$3,000,000) in the most recently completed fiscal year.

To be considered for the ten percent (10%) price preference, bidders must submit prior to the bid due date a copy of their Internal Revenue Service tax return form for the most recently completed fiscal year, confirming the amount of their gross revenues for that fiscal year. Failure to provide such tax return prior to the bid due date will deny bidder consideration for the ten per cent (10%) price preference. For bidders who have not yet filed their tax return for the most recently completed fiscal year, in lieu of a tax return, a letter from a Certified Public Accountant attesting to the bidder's gross estimated revenues for the most recently completed fiscal year will be accepted.

To be considered for the fifteen per cent (15%) price preference, bidders must submit prior to the bid due date a copy of their current certification from the Connecticut State Department of Veteran Affairs as to both "veteran-owned" and "micro business" status. "Veteran-owned" micro business means a micro business of which at least

fifty-one per cent (51%) of the ownership is held by one or more "veterans" of the "armed forces." In accordance with Section 27-103(a) of the Connecticut General Statutes, "veterans" means any person honorably discharged, or released under honorable conditions, from active service in the armed forces and "armed forces" means the United States Army, Navy, Marine Corps, Coast Guard and Air Force and any reserve component thereof, including the Connecticut National Guard. Interested bidders may obtain the Certification Application by visiting: www.ct.gov/ctva and selecting "Veteran Owned Micro Business" option. Failure to provide such certification prior to the bid due date will deny bidder consideration for this price preference.

3. Stability of Bid Prices

Any price offerings from bidders must be valid for a period of 180 days from the due date of the bid.

4. Amendment or Cancellation of the ITB

DAS reserves the right to cancel, amend, modify or otherwise change this ITB at any time if it deems it to be in the best interest of the State to do so.

5. Bid Modifications

No additions or changes to any bid will be allowed after the bid due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek bidder retraction and/or clarification of any discrepancy or contradiction found during its review of bids.

6. Bidder Presentation of Supporting Evidence

Bidders must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their bids.

7. Bidder Demonstration of Services and/or Products

At the discretion of DAS, bidders must be able to confirm their ability to provide all services bid. Any required confirmation must be provided at a site approved by DAS.

8. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

9. Bid Expenses

Bidders are responsible for all costs and expenses incurred in the preparation of bids and for any subsequent work on the bid that is required by DAS.

10. Ownership of Bids

All bids shall become the sole property of the State and will not be returned.

11. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this ITB shall be the sole property of the State unless otherwise stated in the contract.

12. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by bidders with any State agency or employee will be disregarded in any State bid evaluation or associated award.

Award Criteria

Pursuant to CGS 4a-59 and DAS Procurement Regulations 4a-52-8 and 4a-52-18, the award shall be made to the lowest, responsible qualified bidder. The following factors, in descending order of relative importance, will be considered in the evaluation to determine the lowest, responsible qualified bidder:

- (a) Pricing from contractors who competitively meet pricing targets. Pricing shall be measured and evaluated based on a maximum hourly rate listed in Exhibit B. Bidders are encouraged to submit pricing below the maximum price per service. Pricing submitted in excess of the maximum will not be considered.
- (b) Contractor's history and qualifications in the trade(s) they are bidding.
- (c) The conformity of the supplies, materials, equipment or contractual services to the specifications.
- (d) Contractor's current Small or Minority Business certification.
- (e) Bidder's past performance.
- (f) Bidder's financial responsibility.

It is the intention of DAS to award the resulting Contract to multiple contractors geographically by county, to Contractor's qualified in the trade(s) they are bidding and to those contractors who competitively meet pricing targets. DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all bids in whole or in part, and waive minor irregularities and omissions if, in the judgment of DAS, the best interest of the state will be served.

CONTRACT #19PSX0002

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

**TRADE LABOR SERVICES FOR DAS CERTIFIED SMALL AND
MINORITY BUSINESSES ONLY**

Contract # 19PSX0002

Contract Document

SP-50 Rev. 11/21/18

Prev. Rev. 10/29/16

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, 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 Joseph Giliberto, its Contract Specialist, 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) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) 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.
 - (d) 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.
 - (e) 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 the Client Agency, the Contractor, DAS or State.

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- (f) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
 - (g) **Contractor:** A person or entity who submits a Bid and who executes a Contract.
 - (h) **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.
 - (i) **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.
 - (j) **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.
 - (k) **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 Invitation to Bid and set forth in Exhibit A.
 - (l) **Goods or Services:** Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (m) **Invitation to Bid:** A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (n) **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.
 - (o) **Services:** The performance of labor or work, as specified in the Invitation to Bid 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 June 1, 2019 through May 31, 2024. DAS, in its sole discretion, may extend this Contract for additional

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terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

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) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

(e) Price Adjustments:

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Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day 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 until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. 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. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, 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;

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- (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 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 State unless made in writing, signed by both 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.

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- (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, 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.

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- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
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.

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14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The 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.

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- (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 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.

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

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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 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;

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

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- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide 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

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(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.

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

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allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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, bids, 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, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State 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;

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(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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

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

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

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

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

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

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

(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,

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ancestry, sex, gender identity or expression, status of a veteran, 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] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, 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;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

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- (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 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

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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: Joseph Giliberto

If to the Contractor:

At the address set forth on Form SP-38.

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.

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

(h) Reserved

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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 term "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) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the

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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 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.

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- (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 Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, 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.

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

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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 Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by 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

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construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.

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

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. Reserved.

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 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.

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- (c) The Contractor and Contractor Parties shall notify DAS, the 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, 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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1. Description of Services

The Contractor(s) shall perform trade work (“Project Work”), emergency work (“Emergency Work”), repair work (“Repair Work”) and maintenance work (“Maintenance Work”) as requested by the Client Agency. All Project Work, Emergency Work, Repair Work and Maintenance Work shall include all labor, equipment and materials necessary to complete each category of work as described below (the “Services”). The Contractor shall provide Services in accordance with the requirements of the specific trade and this Contract.

2. Project Work

The Client Agency shall obtain three (3) quotes from qualified Contractors for Project Work exceeding two thousand five hundred dollars (\$2,500.00) per project under this Contract. The Client Agency shall provide the Contractor(s) a statement of work in the form of Attachment 2 (Statement of Work) (“SOW”) before the commencement of each project. Any changes to a project shall be documented on Attachment 3 (Project Change Order/Addendum) (“Project Addendum”). The Client Agency shall not issue a SOW for Project Work without the prior written approval of the Director of Engineering Services or the Director of Facilities Management of DAS Division of Construction Services (“DCS”). The Contractor shall provide a quote using the pricing listed in Exhibit B Price Schedule.

The Client Agency may utilize a General Contractor from this Contract to create a SOW for the Services needed for the project.

3. Emergency Work and Repair Work

Emergency Work and Repair Work under this Contract are to be utilized for a single emergency, equipment repair or an inspection of the Client Agency’s facility and the equipment. For all Emergency Work and Repair Work, the Client Agency must select one (1) Contractor to perform the Services at the pricing set forth in Exhibit B Price Schedule.

The Contractor(s) shall be accessible to the Client Agency twenty-four (24) hour per day three hundred sixty-five (365) days per year for Emergency Work. The Contractor(s) shall arrive at the Client Agency location within two (2) hours after the Client Agency’s telephone call requesting Emergency Work.

If the Contractor fails to report to the designated site(s) within two (2) hours, the Client Agency may contact another Contractor to perform the Service. The Client Agency shall cancel the notification and the Contractor shall not be compensated for such cancellation.

The Contractor shall be paid for emergency Work and Repair Work at out of State locations the rates listed in Exhibit B Price Schedule from the neighboring Connecticut County.

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4. Maintenance Work

The Client Agency shall obtain three (3) quotes from qualified Contractors for all Maintenance Work exceeding two thousand five hundred dollars (\$2,500.00) per year. The Client Agency shall provide the Contractor(s) a SOW before the commencement of the Maintenance Work and a Project Addendum for project changes. The Contractors shall provide a quote using the pricing listed in Exhibit B Price Schedule.

5. Union Agreements

Contractor(s) shall ensure that no part of their Performance of Services violates any established union contracts that the State has with its State employees and its unions.

6. Licenses

The Contractor(s) shall have all required licenses to Perform the Services in the State. Any Service performed outside the State shall be performed by a Contractor who retains the necessary licenses for the state which the Service is to be performed. Contractor shall immediately notify the Client Agency by written notice in the event any license expires or is revoked at any time during the term of this Contract. The Contractor's employees shall carry their licenses and photo identification at all times with them when performing any Services which clearly identifies them as properly licensed or otherwise qualified employees or subcontractors of the Contractor. The Contractor shall provide copies of each employee's license to the Client Agency upon request.

7. Site Visit

The Contractor(s), upon receipt of a SOW, shall conduct a site visit of the job site at the Client Agency location. The Contractor shall take their own field measurements to determine the accuracy of all information in the SOW. The Client Agency shall not supply, or be responsible for, the accuracy of any measurements required to perform the Services. The Contractor shall be accompanied by the Client Agency authorized representative during all site visits.

8. Standard and Prevailing Wage

Each Service under this Contract exceeding one hundred thousand dollars (\$100,000.00) shall require the prior written approval of DCS, Project Support Services. All Services exceeding the foregoing amount are subject to Section 31-53 of the Connecticut General Statutes ("CGS") regarding prevailing wages.

See Exhibit D "Standard and Prevailing Wage Rates" for additional detail.

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9. Safety and Standards:

- 9.1. The Contractor shall ensure that all equipment and its Performance of the Services comply with Occupational Safety and Health Administration (“OSHA”) regulations, and any other applicable Federal and State laws and regulations, and safety standards and codes in force during the term of this Contract. All required guards, warnings, warning labels and any other safety equipment must be used and maintained during the Performance of the Services.
- 9.2. The Contractor shall assign one (1) individual to the project that has the proper OSHA training. Connecticut General Statutes requires all workers on projects over one hundred thousand dollars (\$100,000.00) have OSHA10 certification.
- 9.3. The Contractor shall have and maintain a safety plan in place during the term of this Contract. The Contractor shall provide the Client Agency a copy of its safety plan upon request. The Contractor shall provide the Client Agency, upon request, a specific safety plan based on the Client Agency project requirements.
- 9.4. The Contractors shall inform the Client Agency and DAS Procurement Services Division of any State or Federal Department of Labor OSHA violations during the term of this Contract. Contractor shall provide notices of all violations within twenty-four (24) hours from the violation.

10. Work Site Conditions

Contractors shall complete all aspects of the Service in a safe manner. The Contractor shall, at its sole expense, immediately correct any dangerous condition caused by or as a result of the Contractor’s or Contractor’s employees, officers, agents and subcontractors’ actions. The Contractor shall immediately notify the Client Agency’s authorized representative when any perceived dangerous condition exists.

The Contractor shall clean and broom sweep the work site at the end of each work day. The Contractor shall remove all debris from the work site on a daily basis and shall keep existing walkways, driveways, parking areas and storage areas free of debris and otherwise clean at all times. The Contractor shall not store any hazardous materials and combustible waste at the work site. The Contractor shall utilize a General Laborer or an Apprentice to maintain the conditions of the work site.

The Contractor shall not utilize the Client Agency dumpsters.

The Contractor(s) shall not have assigned parking spaces, unless otherwise arranged with the Client Agency. All parking costs incurred by the Contractor are the responsibility of the Contractor.

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11. Equipment and Supplies

The Client Agency shall not compensate the Contractor(s) for including but not limited to, trade related equipment, hand tools, blades, power tools, rags and other supplies that are supplied with the labor to complete Service. The Contractor's equipment utilized to perform the Service is included in the labor rate listed in Exhibit B Price Schedule or within the quote provided to the Client Agency for Project Work, Emergency Work, Repair Work or Maintenance Work.

Contractor(s) shall not use any special equipment required to perform the Services without the prior written approval of the Client Agency. Special equipment means equipment not customarily used to Perform the Services. Contractor(s) shall be compensated as follows for use of approved special equipment:

- 11.1. The Client Agency shall compensate the Contractor for rented special equipment used directly for the Service by the Contractor or subcontractor at the rental invoice cost to the Contractor with no markup.
- 11.2. The Client Agency shall compensate the Contractor for any special transportation costs to transport owned special equipment used directly for the Service by the Contractor or subcontractor at the Contractor's standard rate listed in Exhibit B Price Schedule or at the invoice cost to the Contractor with no markup.

12. Storage of Materials, Tools and Equipment

The Contractor shall store all materials, tools and equipment only in areas designated approved by the Client Agency. The Contractor shall keep storage areas clean and clear of hazardous materials and combustible waste. All materials stored outside of the Client Agency facility shall be stored off the ground on adequate supports and protected with secure tarpaulins, at the Contractor's sole cost.

The Contractor shall provide adequate facilities for the storage of waste materials, rubbish, debris and surplus materials and equipment which the Contractor shall remove from the work site location when the Service is completed.

The Contractor shall not leave any materials, tools or equipment unattended. The safety and security of the Contractor's materials, tools and equipment is the sole responsibility of the Contractor.

The Contractor shall be responsible for the protection and security of any material not fully installed and accepted by the Client Agency. The risk of loss, and the sole responsibility, for all Contractor's materials, tools and equipment is that of the Contractor and not the Client Agency. The Contractor shall remove all materials, tools and equipment, within ten (10) days after the termination or expiration of this Contract. If Contractor fails to remove any

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materials, tools and equipment, the title to such materials, tools and equipment shall automatically pass to the Client Agency.

13. Parts and Materials Inventory and Markup

13.1. All parts and materials shall be provided in accordance with the American Society for Testing and Materials (“ASTM”), the American National Standards Institute (“ANSI”) and the State of Connecticut’s Building and Fire Codes. The ASTM website link is as follows, as it may be modified from time to time:

<https://www.astm.org>. The ANSI website link is as follows, as it may be modified from time to time: <https://www.ansi.org>. The State of Connecticut’s Building and Fire Codes website link is as follows, as it may be modified from time to time: <https://portal.ct.gov/Services/Working-with-the-State/Code-Requirements>.

13.2. The Contractor shall have adequate inventory of standard parts and materials on hand to meet minor repairs. The Client Agencies may, in their sole discretion, furnish certain materials required for the Services. The Client Agency shall pay the Contractor for parts and materials at the Contractor’s cost plus the markup indicated in Exhibit B Price Schedule. The Contractor shall not markup parts and materials purchased by a subcontractor. The Client Agency shall pay for parts and materials purchased by a subcontractor at the subcontractor’s invoiced amount.

13.3. The Contractor shall not charge for shipping of parts or materials provided. With prior approval from the Client Agency the Contractor may charge shipping for extraordinary shipping charges.

13.4. The Client Agency shall pay for any requested overnight or special shipping requirements.

14. Contractor Relationship

The Contractor(s) shall classify their work forces under the Internal Revenue Service guidelines for determining employee/independent contractor relationships.

15. Warranty – Workmanship and Material

The Contractor(s) shall warranty all Services against defects and workmanship including all materials and labor for a period of one (1) year from the acceptance date of Service provided (the “Warranty Period”). The warranty must include the full cost of parts, materials, labor, packaging, handling, shipping and other costs incurred to repair the defective Services, at no charge to the Client Agency.

The Contractor shall replace and repair any defective materials and parts during the Warranty Period. If any part installed under this Contract fails or does not function properly due to any fault in material or workmanship, the Contractor shall, upon notice from the Client Agency, proceed to repair or replace the faulty item within twenty four (24) hours at no charge to the

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Client Agency. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that Services are performed according to warranty procedures.

16. Temporary Utilities

The Client Agency shall provide, at its sole discretion, the use of utilities at the worksite, if available. The Contractor shall furnish, including but not limited to, all connections, extensions cords and hoses as required at the Contractor's own expense. The Contractor shall provide all utilities required to complete the Services if they are not available by the Client Agency, at no cost to the Client Agency.

17. Normal Hours of Work

Normal work hours for scheduled Service shall be between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, excluding Federal and State recognized holidays, unless alternate hours are agreed upon by the Client Agency and the Contractor in writing. If Services are Performed after 8:00 p.m. Monday through Friday or during weekends and holidays, the Contractor shall be compensated for such work with the overtime rate listed on Exhibit B Price Schedule. Any Services performed outside the normal hours of work must be authorized by the Client Agency prior to the commencement of such work.

18. Modifications/Changes to SOWs/Proposals

Contractor(s) shall Perform only to the express extent authorized in the Client Agency's issued purchase order, SOW and Project Addendum. If during the course of Performing the Service, the Contractor(s) determine that a modification to the Service is required, then Contractor(s) shall notify the Client Agency with its recommendation in writing, including a cost estimate for the modification. The Contractor shall not begin any such modification unless the Client Agency, in its sole discretion, consents in writing to the Service modification. The Client Agency shall issue the Contractor a new or revised Purchase Order and SOW with a Project Addendum. Upon completion of Service, if the actual cost is lower than the Contractor's original quote for the Service, then the Client Agency shall pay the Contractor's lower cost.

19. Bonding and Service Requirements

The Client Agencies may require the Contractor to purchase a payment bond for labor and materials and a performance bond in the event a project is estimated at or above one hundred thousand dollars (\$100,000.00). Contractor may either provide a payment bond in the amount of one hundred percent (100%) of each purchase order or any amount as determined by the Client Agency. The Contractor shall provide the payment and performance bonds to the Client Agency prior to commencement of the Services. Failure to submit a payment bond in a form satisfactory to the Client Agency will result in the Client Agency issuing the purchase order to the next lowest Contractor responsive to Client Agency's payment bond request. The Client Agency shall release the payment and performance bonds after successful completion of the Service, as determined by the Client Agency.

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20. Proper Conduct

The Contractor shall sign in upon arrival at the worksite and sign out when leaving the site for any reason or as otherwise arranged by the Client Agency. Prior to leaving the worksite at the end of each day, the Contractor shall submit a work ticket that documents the hours worked, work Performed, and the parts and materials used. The Contractor shall ensure that all of its employees and subcontractors adhere to proper conduct at all times at the Client Agency location. Proper conduct includes, but is not limited to, the following:

Contractor employees and subcontractors shall;

- 20.1. Have no weapons, drugs or alcohol at the Client Agency location.
- 20.2. Not smoke at any Client Agency location and property.
- 20.3. Close and lock all exterior doors at the Client Agency location and the worksite.
- 20.4. Be polite and courteous at all times.
- 20.5. Comply with all Client Agency standard operating, security and safety procedures.

21. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security or property entrance policies and procedures or both 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 Services described in this Contract.

22. Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)

- 22.1. All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- 22.2. Contractors shall not allow any of their employees to enter the Airport 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 Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- 22.3. The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the

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applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.

22.4. Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.

22.5. The duties of the Authorized Supervisor are to:

- 22.5.1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
- 22.5.2. Notify the security badging office or BDL Airport Operations immediately of all employee terminations and transfers in writing, which may include via e-mail.
- 22.5.3. Return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
- 22.5.4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
- 22.5.5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
- 22.5.6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

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22.6. Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in Attachment 1 "Bradley International Airport Authorized Supervisor's Acknowledgment And Acceptance Of Duties".

23. Department of Correction Requirements for Contractors who Perform at a Correctional Facility

23.1. Facility Admittance

23.1.1. Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

23.1.2. 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. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

- 23.1.2.1. Name
- 23.1.2.2. Date of Birth
- 23.1.2.3. Social Security Number
- 23.1.2.4. Driver's License Number
- 23.1.2.5. Physical Characteristics (such as age, height, weight, etc.)

23.2. Official Working Rules

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

- 23.2.1. All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- 23.2.2. 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.
- 23.2.3. Contractor personnel shall not have any verbal or personal contact with any inmates.
- 23.2.4. Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.

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- 23.2.5. Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- 23.2.6. The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- 23.2.7. In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- 23.2.8. Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- 23.2.9. Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- 23.2.10. The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- 23.2.11. 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.
- 23.2.12. All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

23.3. Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractor Parties shall 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:

23.3.1. 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 shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

23.3.2. Inmates

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

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23.3.3. 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.

23.3.4. 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.

23.4. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

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

23.4.1.1. 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

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- 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.
- 23.4.1.2. 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.]
- 23.4.1.3. 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.
- 23.4.2. Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
- 23.4.2.1. 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.
- 23.4.2.2. 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.]
- 23.4.3. 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:
- 23.4.3.1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
- 23.4.3.2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

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24. 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 Price Schedule, whether or not such a savings actually occurs.

25. Mandatory Extension to State Entities

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

26. 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.

27. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(2) 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.

28. Subcontractors

The Client Agency must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. The Contractor acknowledges that any work provided under this 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. The Contractor shall be responsible for all payment or fees charged by the subcontractor(s). The Contractor shall provide a performance evaluation of any

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subcontractor to the Client Agency and DAS upon request. The Contractor, other than a General Contractor shall perform not less than eighty percent (80%) of the Services required under the trade the Contractor is qualified for in Section 33 of this Exhibit A. General Contractors shall perform not less than twenty percent (20%) of the Services required under the trade the Contractor is qualified for in Section 33 of this Exhibit A. For Repair Work and Emergency Work, the Contractor shall only charge the rate listed in Exhibit B Price Schedule for Services of the Contractor, or at the lower rate from the subcontractor if applicable. The Contractor shall not markup any Service or materials provided by a subcontractor. Any Service not provided by the Contractor but is required to complete the work must be first sourced to certified Connecticut Small or Minority Business (“SBE/MBE”) contractors, before non SBE/MBE contractors. Any Service performed by a subcontractor which is not provided as a Service by the Contractor will not be factored into the eighty percent (80%) requirement listed above.

29. Reporting

The Contractor shall provide detailed reports to DAS on a periodic basis, which provides, but is not limited to, material, labor, and subcontractor costs by project, trade and Client Agency.

30. BizNet Account

The Contractor shall maintain their State BizNet account for the term of this Contract. The Contractor shall maintain all aspects of the account including contact information, phone number, email address, mailing address and all required company forms including insurance documentation as required in in Section 37 of this Contract.

31. Progress Payments / Schedule of Values

On projects with a duration longer than one (1) month, or with materials exceeding twenty five thousand dollars (\$25,000.00), the Client Agency may agree in writing and make part of the SOW, a schedule to make progress payments during execution of the Services (“Progress Payments”). The Progress Payments will be based on a predetermined percent complete of each portion of the project and stated in the SOW.

32. Travel Time Allowance for Emergency Work

Travel time allowance for Emergency Work must be paid based on the distance from the Contractor’s place of business where workers are dispatched from to the Client Agency location. The distance must be determined by Client Agency using MapQuest.

Compensated travel time allowances are as follows:

0 to 20 miles – ½ hour

20.1 to 40 miles – 1 hour

Greater than 40 miles – 1½ hours

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Compensated travel time allowances must be paid at the hourly rate specified in Exhibit B Price Schedule. Travel time allowance will not be paid for the return trip back to the Contractor's place of business.

Travel time will not be allowed for Repair Work, Maintenance Work or Project Work

33. Services

Services shall include the following trades:

33.1. Commercial Air Conditioning and Ventilation Systems:

33.1.1. Lead AC and Ventilation System Inspector:

License Requirement: Current D-1 or S-1 license issued by the Department of Consumer Protection ("DCP").

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition.

33.1.2. AC and Ventilation System Inspector:

License Requirement: Current D-2 or S-2 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition. The AC and Ventilation System Inspector works under the Lead AC and Ventilation System Inspector.

33.2. Commercial HVAC Control Systems:

33.2.1. Lead HVAC Inspector:

License Requirement: Depending on work to be performed, can hold one or a combination of any of the following licenses: S-1; S-3; S-7; D-1 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition.

33.2.2. HVAC Inspector, Journeyman:

License Requirement: Depending on work to be performed, can hold one or a combination of any of the following licenses: S-2; S-4; S-8; D-2 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition. Works in the employ of the Lead HVAC Inspector.

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33.3. Residential Air Conditioning and Ventilation Systems:

33.3.1. Lead AC and Ventilation System Inspector:

License Requirement: Current D-1 or S-1 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition.

33.3.2. AC and Ventilation System Inspector:

License Requirement: Current D-2 or S-2 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. The AC and Ventilation System Inspector works under the Lead AC and Ventilation System Inspector.

33.4. Residential HVAC Control Systems:

33.4.1. Lead HVAC Inspector:

License Requirement: Depending on work to be performed, can hold one or a combination of any of the following licenses: S-1; S-3; S-7; D-1 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Solar work is excluded.

33.4.2. HVAC Inspector, Journeyperson:

License Requirement: Depending on work to be performed, can hold one or a combination of any of the following licenses: S-2; S-4; S-8; D-2 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Works in the employ of the Lead HVAC Inspector.

33.5. Boiler and Burner Services / Furnace Services:

33.5.1. Lead Boiler Inspector:

License Requirement: Current S-1 license or S-3 contractor license issued by DCP.

Duties : Performs internal and external inspections of boilers; witnesses hydrostatic tests on boilers; examines piping systems; inspects for presence of cracked, burned or bagged tubes; examines boiler accessories; inspects repairs and replacement of steam boilers; consults with boiler repairers and approves type of repairs to be made; writes reports and recommends abatements. May install, repair, replace, maintain or alter

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any apparatus for piping, appliances, devices or accessories for heating systems, excluding sheet metal and solar work.

33.5.2. Boiler Inspector, Journeyman:

License Requirement: Current S-2 or S-4 Journeyman license issued by DCP.

Duties: Works under the general supervision of Lead Boiler Inspector.

33.6. Heating & Air Conditioning:

Duties: Installing, servicing and repairing of gas or oil burners for domestic and light commercial installations. Installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment. Installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems. Installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas. Installation, repair, replacement, maintenance or alteration of any apparatus of piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing, installation of hot, chilled and condenser water, as well as steam piping in air conditioning systems.

License Requirement: Issued by DCP;

B-1 Limited Gas and Oil Burner Contractor

The holder of this license may perform only work of installing, servicing and repairing of gas or oil burners for domestic and light commercial installations. A domestic or light commercial burner shall be considered as one consuming five gallons or less per hour.

B-2 Limited Gas and Oil Burner Journeyman

The holder of this license may perform only work of installing, servicing and repairing of gas or oil for domestic and light commercial installations as so defined above and only while in the employ of a contractor licensed for such work

B-3 Limited Gas and Oil Burner Contractor

The holder of this license may perform the installing, servicing and repairing of any gas or oil fired burners.

B-4 Limited Gas and Oil Burner Journeyman

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The holder of this license may perform the installing, servicing and repairing of any gas or oil fired burner and only while in the employ of a contractor licensed for such work.

D-1 Limited Warm Air, Air Conditioning and Refrigeration Contractor

The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment.

D-2 Limited Warm Air, Air Conditioning and Refrigeration Journeyman

The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment, and only while in the employ of a contractor licensed for such work.

D-3 Limited Cooling Contractor License

The holder of this license may perform the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems.

D-4 Limited Cooling Journeyman License

The holder of this license may perform the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems, and only while in the employ of a contractor licensed for such work.

G-1 Limited Heating, Piping, and Cooling Contractor

The holder of this license may perform the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas.

G-2 Limited Heating, Piping, and Cooling Journeyman

The holder of this license may perform the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas, and only while in the employ of a contractor licensed for such work.

S-1 Unlimited Heating, Piping, and Cooling Contractor

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The holder of this license may do all heating, piping and cooling work as defined in section 20-330 of the Connecticut General Statutes.

S-2 Unlimited Heating, Piping, and Cooling Journeyman

The holder of this license may do all heating, piping and cooling work as so defined only while in the employ of a licensed contractor.

S-3 Limited Heating, Cooling And Piping Contractor

The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any apparatus of piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems). This license also covers the installation of hot, chilled and condenser water, as well as steam piping in air conditioning systems.

S-4 Limited Heating, Cooling, and Piping (Journeyman)

The holder of this license may perform the installation, repair, replacement, maintenance or alteration of any apparatus for piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems) and only while in the employ of a contractor licensed for such work. This license also covers the installation of hot, chilled and condenser water, as well as steam piping-in air conditioning systems.

S-5 Limited Heating, Hot Water, and Steam Contractor

The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's and steam pressure not exceeding 15 pounds, but does not cover the installation or servicing of oil burners of any size.

S-6 Limited Heating, Hot Water, and Steam (Journeyman)

The holder of this license may perform the following work, but only while in the employ of a contractor licensed for such work. The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's and steam pressure not exceeding 15 pounds, but does not cover the installation or servicing of oil burners of any size.

S-7 Limited Contractor

The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not

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exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds. This license also covers the servicing and installation of oil burners handling up to five gallons per hour, as well as gas burners and gas piping for the work covered by this license.

S-8 Limited Journeyman

The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds and only while in the employ of a contractor licensed for such work. Also covered by this license is the servicing and installation of oil burners handling up to five gallons per hour, as well as gas burners and gas piping for work covered by this license.

S-9 Limited Heating Cooling Contractor

The holder of this license may perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's, steam pressure not exceeding fifteen pounds, and/or cooling installations up to 35 tons per systems. This license also covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license.

S-10 Limited Heating Cooling Journeyman

The holder of this license may perform work only while in the employ of a licensed contractor and only limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding 500,000 BTU's, steam pressure not exceeding fifteen pounds, and/or cooling installations up to 35 tons per systems. This license also covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license.

33.7. Carpenters:

33.7.1. Carpenter, Working Supervisor

License or Registrations Requirements: As required by DCP.

Duties: Supervises and coordinates activities of workers engaged in the construction, installation, and repair of structures and fixtures. Layout and install metal studs, hang tape sheetrock, install grid work and ceiling tiles. Read blueprints. Lays out floor plan and cabinetwork, using rule, square, and calipers. Selects materials and structural units including lumber, prefabricated doors, cabinets and paneling, and inspects to insure conformance with provisions of building code and local ordinance. Determines sequence of activities concerned with fixture assembly, and erection of structure. Assigns workers to such tasks as cutting materials to size, building

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concrete forms, erecting wood framework, and laying flooring, surface sanding and application of surface sealant. Inspects work performed by subcontractors, including ductwork, wiring, and pipe installation to insure conformance with specifications. Supervise workers engaged in building structures such as cofferdams, trestles, and supports for concrete forms. Prepares cost estimates.

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rock board lath to walls, ceilings and partitions of buildings, acoustical tile layer, and concrete form builder. Applies fire stopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

33.7.2. Construction Carpenter

License or Registrations Requirements: As required by DCP.

Duties: Study specifications in blueprints, sketches or building plans to prepare project layout and determine dimensions and materials required. Build or repair cabinets, doors, frameworks, floors, and other wooden fixtures used in buildings, using woodworking machines, carpenter's hand tools, and power tools. Install structures and fixtures, such as windows, frames, floorings, and trim, or hardware, using carpenter's hand and power tools. Select and order lumber and other required materials. Maintain records, document actions and present written progress reports. Finish surfaces of woodwork or wallboard in houses and buildings, using paint, hand tools, and paneling. Prepare cost estimates for clients or employers.

33.7.3. Carpenter, Common Laborer

License or Registrations Requirements: As required by DCP.

Duties: Performs any combination of duties on construction projects, usually working in utility capacity, by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

33.7.4. Carpenter, Rough & Finish

License or Registrations Requirements: As required by DCP.

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Duties: Constructs, erects, installs, and repairs structures and fixtures using carpenter's hand tools and power tools, and conforming to local building codes: studies blueprints, sketches, or building plans for information pertaining to type of materials required, and dimensions of structures and fixtures to be fabricated. Selects specified type of materials. Prepares layout, using rules, framing square, and calipers. Marks cutting assembly lines on materials, using pencil, chalk, and marking gauges. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel, pins or glue. Verifies trueness of structure using plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stirs and lays out and installs partitions and cabinet work. Covers subfloor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing to subfloor or cementing them to mastic or asphalt base. Applies shock-absorbing, sound-deadening and decorative paneling to ceilings and walls. Fits and installs prefabricated window frames; doors, door weather stripping, interior and exterior trim and finish hardware including locks, letter drops and kick plates. Constructs forms and chutes for pouring concrete. Erects scaffolding and ladders for assembling structures above ground level. Layout and installation of metal studs, and tape sheetrock, install ceiling grid work and ceiling tiles.

33.8. General Laborer:

License or Registrations Requirements: As required by DCP.

Duties: Cleaning and preparing a job site including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting. Loading and delivering materials, and using a variety of tools and machines such as blowtorches, forklifts, levels, lifts, power drills, grinders, saws, pressure washers, and water spraying equipment. Set up and take down ladders, scaffolding, and other temporary structures. Work with carpenters, masons, and other specialized contractors.

33.9. Restoration Services:

License or Registrations Requirements: As required by DCP.

Certifications: Contractor shall be certified and a member of the Institute of Inspection, Cleaning and Restoration Certification (IICRC) and Indoor Air Quality Association (IAQA).

Duties:

Fire and Smoke Damage:

Treating for odor and contamination, removing or restoring the HVAC system, ensuring no harmful particles will spread throughout the air and cause future health problems at the Client Agency property.

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Flooding and Water Damage:

Thoroughly clean any sewage backup, odor removal, sump pump cleanup, clean and dry upholstery, carpets, rugs and cushions, including loose items from table tops, floor, and walls.

Thoroughly dry the flooded area and clean area to avoid as much extensive damage as possible and control the spread of contaminants. Dehumidify and ventilate, Prevent possible mold growth and/or secondary water damage. Ensure mold is not an issue for indoor air quality

33.10. Duct Cleaning Services:

License or Registrations Requirements: As required by DCP.

Contractors shall be regular members of the National Air Duct Cleaners Association (“NADCA”). Each individual employee of the contractor who performs any work under the contract shall be certified as an Air System Cleaning Specialist (“ASCS”) through the NADCA.

Duties: Clean ductwork internally, unit-by-unit of dust and debris. Ensure that heat exchanger is clean. Ensure that both sides of the cooling coil are clean. Adjust coil fins to be straight and evenly spaced. Ensure that the coil pan is completely clean and draining properly. Attach access doors to the duct system with screws, rivets or mastic adhesive, (duct tape is not allowed) to ensure that all access doors and covers are tight and leak-free. Ensure that the air plenum is free of dust and debris; ensure that filters fit properly and are at the efficiency; ensure that the air plenum (directly downstream of the air handling unit) is free of moisture stains and contaminants. Ensure that the fan blades are clean and free of oil and debris; ensure that the fan compartment is free of visible dust or debris. Ensure that fiberglass material is in good condition and is free of tears and abrasions and is well adhered to underlying materials. Ensure that the air vents have been firmly re-attached to one or more of the walls, floors and ceilings, as appropriate. Clean external surfaces of foreign substances which might cause corrosive deterioration of metal or, where ductwork is to be painted, might interfere with painting or cause paint deterioration. Adjust volume control devices, as required by balancing and testing procedures to achieve required air flow. Repair any marred or scratched surfaces with manufacturer’s touch-up paint. Ensure that the system is functioning properly after cleaning. Ensure that the operating system is free of any new or unusual noises.

Kitchen Grease Exhaust Systems (KGE systems) may require power washing and hand cleaning of some units to clean down to bare metal. This power washing and hand cleaning of the entire KGE System includes cleaning over stoves and grills, ductwork and fans;

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Contractor shall perform all work in compliance with the National Fire Protection Association (“NFPA”) and Standard Industrial Classification (“SIC”) codes.

33.11. Glaziers:

License Requirement, Issued by DCP:

FG-1 – (Unlimited Contractor’s license for Flat Glass Work)

The holder of this license may perform the installation, maintenance, or repair of glass in residential or commercial structures. Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts.

FG-2 – (Unlimited Journeyman’s License for Flat Glass Work)

The holder of this license may perform the installation, maintenance, or repair of glass in residential or commercial structures only while in the employ of a Contractor licensed for such.

Duties: Follow blueprints and specifications, Remove any old or broken glass before installing replacement glass, cut glass to the specified size and shape, using measuring tape, plumb lines, and levels to ensure proper fitting installation. Make or install sashes and moldings for glass installation, fasten glass into sashes or frames with clips, moldings, or other types of fasteners, add weather seal or putty around pane edges to seal joints.

Install or replace windows, mirrors, shower doors, and bathtub enclosures. Fit glass for tabletops and display cases. Install items such as room dividers and security windows.

33.12. Insulation Installer:

License or Registrations Requirements: As required by DCP.

Duties: Installing blown-in insulation, batted rolled insulation, foam insulation and insulation. Install insulation for soundproofing, fire stopping systems, insulate pipes, sprinkler pipes, plumbing pipes, heating pipes HVAC ducts, ceilings.

33.13. Locksmith Services:

License or Registrations Requirements: As required by DCP.

Duties: Work from blueprints, plans, drawings and specifications, installing, repair, rebuild and maintain manual, mechanical, electrical locking devices and automated locks, locking systems and security devices. Including low voltage computerized access control systems; and door openers, closers and hardware, automatic door openers, door closing units, and control gates. Maintain, repair and adjust all types of

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locks and their components for buildings, rooms, furniture, padlocks, and safe locks. Repairs or replace worn tumblers, springs, and other parts. Inserts new or repaired tumblers to change combination. Cuts new or duplicate keys, Inspect completed work for conformance with specifications, requirements and compliance with applicable building and safety codes and regulations.

33.14. Masonry Services:

License or Registrations Requirements: As required by DCP.

33.14.1. Bricklayer:

Duties: Lays building materials, such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block, to construct or repair walls, partitions, arches, sewers, and other structures: Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc. Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed of mortar that serves as bed and binder for block. Levels, aligns and embeds brick into mortar. Removes excess from face of block and finishes with pointing tool or trowel. Determines vertical and horizontal alignment of courses, using plumb bob, gauge line and level. Fastens brick to terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls to complete work.

33.14.2. Cement Mason:

Duties: Smooths and finishes surfaces of poured concrete floors, walls, sidewalks or curbs to specified textures using hand tools or power tools, including floats, trowels and screeds: Signals concrete deliverer to position truck to facilitate pouring of concrete. Moves discharge chute of truck to direct concrete into forms. Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using hand held screed and floats to bring water to surface and produce soft topping. Smooths and shapes surfaces to freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Removes rough or defective spots from concrete surfaces, using power grinder or chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers and straightedge. May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete-mixing machine. May direct mixing of concrete, and setting of forms. May specialize in finishing steps and stairways. May break up and repair old concrete surfaces, using pneumatic tools.

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33.14.3. Stonemason:

Duties: Sets stone to build stone structures, such as piers, walls and abutments, or lays walks, curbstones, or special types of masonry, such as alberene (acid-resistant soapstone for vats, tanks and floors), using mason's tools: Shapes stone preparatory to setting, using chisel, hammer, and other shaping tools. Spreads mortar over stone and foundation with trowel and sets stone in place by hand or with aid of a crane. Aligns stone with plumb line and finishes joints between stone with pointing trowel. May spread mortar along mortar guides to ensure joints of uniform thickness. May clean surface of finished wall to remove mortar, using muriatic acid and brush.

If any of the Performance for this trade affects either the weight bearing or structural integrity of the building being worked on, then Contractor must be registered as a current Major Contractor (General Contractor) with the DCP prior to undertaking any part of the Performance.

33.15. Paperhangers:

License or Registrations Requirements: As required by DCP.

Duties: Covers interior walls and ceilings or rooms with decorative wallpaper or fabric, using hand tools: Measures walls and ceiling to compute number and length of strips required to cover surface. Sets up pasteboard and erects scaffolding. Marks vertical guideline on wall to align first strip, using plum bob and chalk line. Smooths rough spots on walls and ceilings, using sandpaper. Fills holes and cracks with plaster, using trowel. Removes paint, varnish and grease from surfaces, using paint remover and water soda solution. Applies acetic acid to damp plaster to prevent lime from bleeding through the paper. Applies sizing to waterproof porous surfaces, using brush, roller, or pasting machine. Measures and cuts strips from wall of wallpaper or fabric, using shears or razor. Mixes paste to desired consistency and brushes paste on back of wallpaper or fabric, using paste brush. Trims selvage (rough edge) from strips, using straightedge and trimming knife. Places paste-coated strips on wall or ceiling to match adjacent edges of figured strips, and smooths strips with dry brush or felt-covered roller to remove wrinkles and bubbles. Smooths joints with seam roller and trims excess material at ceiling and baseboard, using knife. Removes old paper, using water, steam machine, or chemical remover and scraper.

33.16. Parking Lot, Driveway, Tennis Court & Athletic Track Repair and Resurfacing Services (Excluding any road work, and highway work):

License or Registrations Requirements: As required by DCP.

Duties: Making repairs to existing parking lots, driveways, tennis courts, athletic tracks and apply hot rubberized sealing to seal cracks and holes on those surfaces:

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patch potholes, repair curbing, sealing cracks, and apply sealed coating on existing surfaces.

33.17. Roofing Services:

License or Registrations Requirements: As required by DCP.

Duties: Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (Demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be re-laid.)

Covers roofs with roofing materials other than sheet metal, such as composition shingles or sheets, wood shingles, or asphalt and gravel, to waterproof roofs: Cuts roofing paper to size, using knife, and nails or staples it to roof in overlapping strips to form base for roofing materials. Aligns roofing material with edge of roof, and overlaps successive layers, gauging distance of overlap with chalk line, gauge on shingling hatchet, or by lines on shingles. Fastens composition shingles or sheets to roof with asphalt, cement, or nails. Punches holes in slate, terra cotta, or wooden shingles, using punch and hammer. Cuts strips of flashing and fits them into angles formed by walls, vents, and intersecting roof surfaces. When applying asphalt or tar and gravel to roof, mops or pours hot asphalt or tar onto roof base. Applies alternate layers of hot asphalt or tar and roofing paper until roof covering is as specified. Applies gravel or pebbles over top layer, using rake or stiff-bristled broom. May attach shingles to exterior walls and apply roofing paper and tar to shower pans, decks, and promenades to waterproof surfaces. May remove existing roofing materials to prepare for new roof. Includes repairs to all types of commercial roofing systems including, but not limited to the following: Asphalt build-up, coal-tar build-up, and single ply EPDM. Capable of effecting repairs to flashing/coping systems including, but not limited to the following: KMM, fabric, metal and EPDM.

33.18. Sandblasting:

License or Registrations Requirements: As required by DCP.

Duties: Abrades surfaces of metal or hard-composition objects to remove adhering scale, sand, paint, grease, tar, rust, and dirt, and to impart specified finish, using abrasive-blasting equipment: Shovels or pours abrasives, such as sand, grit, or shot of specified grade into machine hopper. Masks specified areas of object to protect from abrading action. Loads parts on racks in enclosed rooms, into tumbling barrels, or into cabinets. Regulates pressure and composition of abrasive mixture flowing through nozzle or tumbling barrel. Examines finished parts to ensure conformance to specifications.

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33.19. Drywall Installer and Finisher:

License or Registrations Requirements: As required by DCP.

Duties: Provided quality drywall installation for both commercial and residential projects. Read blueprints, technical specification to install materials correctly. Installing drywall to building codes, apply texturing and compound for walls and ceilings, sanding of rough spots. Apply plaster and other construction materials, ensuring quality of work was as per specifications and met or exceeded all installation and finished product guidelines

33.20. Siding:

License or Registrations Requirements: As required by DCP.

Duties: Install siding per specifications and schematics for commercial and residential buildings. Conducted site surveys prior to installation, taking necessary measurements. Prep exterior for siding installation including any needed repairs, prepares underlying surface prior to installation, makes any needed repairs to underlying surface, uses tools of all types including cutting machinery and measurement instruments

33.21. Terrazzo, Tile And Marble Finishers:

License or Registrations Requirements: As required by DCP.

33.21.1. Marble Finisher:

Duties: Supplies and mixes construction materials. Applies grout and cleans installed marble. Mixes mortar, plaster, and grout, as required. Selects marble slab for installation, following numbered sequence or drawings. Drills holes and chisels channels in edges of marble slabs to install metal wall anchors, bends wire to form metal anchors, inserts anchors into drilled holes of marble slab, and secures anchors in place. Moves marble slabs to installation site, using dolly, hoist, or portable crane. Fills marble joints and surface imperfections with grout, removes excess grout, using wet sponge. Installs marble. Grinds and polishes marble, using abrasive, chemicals, and manual or machine grinding and polishing techniques. Cleans installed marble surface. Repairs and fills chipped, cracked, or broken marble pieces.

33.21.2. Terrazzo Finisher:

Duties: Supplies and mixes construction materials. Installs terrazzo. Applies grout and cleans installed terrazzo. Applies curing agent to installed terrazzo to promote even curing. Grinds surface of cured terrazzo, using power grinders, to smooth and prepare for grouting. Spreads grout across terrazzo to fill surface imperfections. Find grinds and polishes surface of terrazzo, when grout has set, using power grinders. Washes surface of polished terrazzo, using cleaner and water, and applies sealer,

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according to manufacturer's instructions, using brush. Position and secure membrane and wire mesh prior to pouring base materials for terrazzo installation. May spread marble chips or other material over fresh terrazzo surface and press into terrazzo, using roller. Cut divider and joint strips to size as directed. Cuts grooves in terrazzo stairs, using power grinder, and fills grooves with nonskid materials.

33.21.3. Tile Finisher:

Duties: Supplies and mixes construction materials. Installs tile. Applies grout, and cleans installed tile. Applies grout between joints of installed tile. Removes excess grout from tile joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. Positions and secures metal lath, wire mesh, or felt paper prior to installation of tile. Cuts marked tiles to size, using power saw or tile cutter.

33.22. Electricians (Commercial Buildings / High Voltage):

License required: E-1, E-2, C-5, C-6, T-1, T-2, L-1, L-2, L-5 and L-6 issued by DCP

Electrical License Types:

E-1 Unlimited Electrical Contractor

The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyman

The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed contractor.

C-5 Limited Electrical Contractor

The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems, and telephone-interconnect. The voltage of any system is not to exceed forty-eight (48) volts or eight (8) amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

C-6 Limited Electrical Journeyman

The holder of this license may perform only work as defined for C-5 category and only while in the employ of a licensed electrical contractor.

T-1 Limited Electrical Contractor

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DESCRIPTION OF GOODS & SERVICES

The holder of this license may perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

T-2 Limited Electrical Journeyman

The holder of this license may perform only work as defined for the T-1 category and only while in the employ of a licensed electrical contractor.

L-1 Electrical Lines Contractor

The holder of this license may perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair.

L-2 Electrical Lines Journeyman

The holder of this license may perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair, and only while in the employ of a contractor licensed for such work.

L-5 Limited Electrical Contractor

The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

L-6 Limited Electrical Journeyman

The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems, and only while in the employ of a contractor licensed for such work. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

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Duties: Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, network wiring, and low voltage wiring.

33.22.1. Electrician, Working Supervisor:

Duties: Installs, erects, maintains, alters or repairs any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes including the installation or maintenance of telecommunication, network wiring, and low voltage wiring. Coordinate, layout, and oversee the work of others.

33.22.2. Electrician, Journeyman Electrician:

Duties: Same work as an E-1 licensee, but only while in the employment of a Contractor licensed for such work.

33.22.3. Electrician, Apprentice:

Duties: Same work as an E-1 or E-2 licensee, but only with direct supervision of an Electrical Contractor licensed through DCP.

33.23. Electricians: (Residential Buildings):

License(s) required: E-1, E-2, C-5, C-6, T-1, T-2, L-5 and L-6 issued by DCP

Electrical License Types:

E-1 Unlimited Electrical Contractor

The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyman

The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed contractor.

C-5 Limited Electrical Contractor

The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems, and telephone-interconnect. The voltage of any system is not to exceed forty-eight (48) volts or eight (8) amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

C-6 Limited Electrical Journeyman

The holder of this license may perform only work as defined for C-5 category and only while in the employ of a licensed electrical contractor.

T-1 Limited Electrical Contractor

The holder of this license may perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

T-2 Limited Electrical Journeyman

The holder of this license may perform only work as defined for the T-1 category and only while in the employ of a licensed electrical contractor.

L-5 Limited Electrical Contractor

The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

L-6 Limited Electrical Journeyman

The holder of this license may perform only work limited to low voltage, alarm or signal work, audio and sound systems, and only while in the employ of a contractor licensed for such work. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

Duties: Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, network wiring, and low voltage wiring.

33.23.1. Electrician, Working Supervisor:

Duties: Installs, erects, maintains, alters or repairs any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes including the installation or maintenance of telecommunication,

EXHIBIT A

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network wiring, and low voltage wiring. Coordinate, layout, and oversee the work of others.

33.23.2. Electrician, Journeyman Electrician:

Duties: Same work as an E-1 licensee, but only while in the employment of a Contractor licensed for such work.

33.23.3. Electrician, Apprentice:

Duties: Same work as an E-1 or E-2 licensee, but only with direct supervision of an Electrical Contractor licensed through DCP.

33.24. General Contracting Services:

License Requirement: Home Improvement Contractor License issued by DCP.

The General Contractor shall manage, coordinate and supervise a project that involves multiple trades as subcontractors with construction schedules and awareness of the project's critical path needs. The General Contractor shall perform not less than twenty (20%) of the Services required for any given project. The General Contractor shall create an SOW upon request of the Client Agency.

Duties: Performs highly skilled maintenance or construction work or both, requiring the application of trade skills, codes, and standard trade practices in a variety of trade areas including but not limited to: electrical, plumbing, carpentry, HVAC, glazing, masonry, painting work, and other trades in the construction industry; makes estimates of time, personnel, and material required on assigned tasks; keeps necessary records; performs duties related to the trade or trade areas as required; considerable knowledge of and ability to apply the standard tools, materials, methods, and practices of a variety of trade areas. The General Contractor shall oversee the construction, structural repair, structural alteration, structural framing, roofing, dismantling, or demolition of any structure or addition performed by approved Subcontractors.

33.25. Painters:

33.25.1. Painter, Working Supervisor:

License or Registrations Requirements: As required by DCP.

Duties: Coordinates, plans, estimates and oversees the work of other painters. Painting, decorating, hardwood finishing, paper hanging, drywall painting for any and all types of building and residential work. Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior and exterior surfaces, trimming and fixtures of buildings, and other structures: smooths surfaces using sand paper brushes, or steel wool and removes old paint from surfaces using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and

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joints with putty, plaster, or other filler. Selects premixed paints, or mixes required portions of pigment oil and thinning and drying substances to prepare paint that matches specified colors. Paints surfaces using brushes, spray gun or rollers. Simulates wood grain, marble, brick or tile effects. Applies paint with cloth, brush, sponge, or finers to create special effects. Erects scaffolding or sets up ladders to perform tasks above ground level.

33.25.2. Painter, Journeyperson Painter:
License or Registrations Requirements: As required by DCP.

Duties: Painting, decorating, hardwood finishing, paper hanging, drywall painting for any and all types of building and residential work. Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior and exterior surfaces, trimming and fixtures of buildings, and other structures: smooths surfaces using sand paper brushes, or steel wool and removes old paint from surfaces using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with putty, plaster, or other filler. Selects premixed paints, or mixes required portions of pigment oil and thinning and drying substances to prepare paint that matches specified colors. Paints surfaces using brushes, spray gun or rollers. Simulates wood grain, marble, brick or tile effects. Applies paint with cloth, brush, sponge, or finers to create special effects. Erects scaffolding or sets up ladders to perform tasks above ground level.

33.26. Plumbers and Pipefitters:

License Requirements: P-1, P-2, P-6, P-7, P-8, P-9, J-1 and J-2 issued by DCP.

Plumbing Licenses:

J-1 Limited Contractor

The holder of this license may perform only work limited to domestic water pumps and water conditioning.

J-2 Limited Well Pumps and Piping Journeyperson

The holder of this license may perform only work limited to domestic water pumps and water conditioning and only while in the employ of a contractor licensed for such work.

P-1 Unlimited Plumbing Contractor

The holder of this license may do all plumbing and piping work as defined in section 20-330 of the Connecticut General Statutes.

P-2 Unlimited Journeyperson Plumber

The holder of this license may do all plumbing and piping work as so defined and only while in the employ of a contractor licensed for such work.

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P-6 Limited Sewer, Storm, and Water Journeyperson

This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure and only while in the employ of a contractor licensed for such work.

P-7 Limited Sewer, Storm, and Water Contractor

This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure.

P-8 Limited Gasoline Tank, Piping, and Pump Journeyperson

This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only, and only while in the employ of a contractor licensed for such work.

P-9 Limited Gasoline Tank, Piping, and Pump Contractor

This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only.

33.26.1. Plumber Supervisor

Duties: Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. Installs, repairs, replaces, alters or maintains gas, water, and associated fixtures, laboratory equipment, sanitary equipment, other than subsurface sewage disposal systems, all water systems for human usage, sewage treatment facilities and all associated fittings within a building and lateral storm and sanitary lines from building to the mains, swimming pools and pumping equipment, makes connections to back flow prevention devices, and works with low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system.

Installation, repair, replacement, alteration or maintenance of those portions of a solar hot water heating system, which include the basic domestic hot water tank and the tie-in to the potable water system.

33.26.2. Plumber, Journeyperson

Duties: Same work as the P-1 licensee, but only in the employ of a Contractor licensed for such work. Assembles, installs, and repairs pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes: studies building plans and working drawings to determine work aids required and sequence installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe connections and passage holes for pipe in walls and floors,

EXHIBIT A

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using ruler, spirit level, and plumb bob. Cuts openings in walls and floors to accommodate pipe and pipe fittings, using hand tools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand. Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead and nonmetals, such as glass, vitrified clay, and plastic, using hand tools and power tools. Joins pipes by use of screws, bolts, fittings, solder, plastic solvent and caulk joints. Fills pipe system with water or air and reads pressure gauges to determine whether the system is leaking. Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. Repairs and maintains plumbing by replacing washers in leaky faucets, mending burst pipes and opening clogged drains. May weld holding fixtures to steel structural members.

33.27. Sprinkler Fitters

Installation, alteration, maintenance and repair of fire protection sprinkler systems. License required F-1, F-2, F-3 and F-4 issued by DCP.

License Types and Duties:

F1 Unlimited Fire Protection Sprinkler Contractor

The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes

F2 Unlimited Fire Protection Sprinkler Journeyperson

The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes, but only while in the employ of a contractor licensed for such work.

F3 Limited Fire Protection Sprinkler Contractor

The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems.

F4 Limited Fire Protection Sprinkler Journeyperson

The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems but only while in the employ of a contractor licensed for such work.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

33.28. Sheet Metal Workers:

License Requirement:

SM-1 Limited Sheet Metal Contractor

The holder of this license may perform only work limited to the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems.

SM-2 Limited Sheet Metal Journeyman

The holder of this license may perform only work limited to the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems. The holder of this license may perform such work only while in the employ of a contractor license for such work.

SM-3 Limited Sheet Metal Residential/Light Commercial Contractor

The holder of this license may perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building.

SM-4 Limited Sheet Metal Residential/Light Commercial Journeyman

The holder of this license may perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building.

The holder of this license may perform such work only while in the employ of a contractor license for such work.

SM-5 Limited Sheet Metal Contractor Hood Systems

The holder of this license may perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards.

SM-6 Limited Sheet Metal Journeyman Hood Systems

The holder of this license may perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards. The holder of this license may perform such work only while in the employ of a contractor license for such work.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

Duties:

Layout, installation, erection, replacement, repair or alteration, including, but not limited to, onsite testing and balancing of related life safety components, environmental air, heating, ventilating and air conditioning systems by manipulating, adjusting or controlling such systems for optimum balance performance of any duct work system, ferrous, nonferrous or other material for ductwork systems, components, devices, air louvers or accessories, in accordance with the State Building Code;

Fabricate, assembles, installs and repairs sheet metal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheet metal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

33.29. Welding Services:

License Requirement:

G-8 Limited Welding Journeyman

The holder of this license may perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to perform work as defined by section 20-330 of the Connecticut General Statutes and only while in the employ of a properly licensed contractor.

G-9 Limited Welding Contractor

The holder of this license may perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to perform work as defined by section 20-330 of the Connecticut General Statutes.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

VT-1 Limited Heating and Cooling Contractor (Valves)

The holder of this license may perform only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves.

VT-2 Limited Heating and Cooling Journeyperson (Valves)

The holder of this license may perform work only while in the employ of a properly licensed contractor and only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves.

33.29.1.1. Welder, Working Supervisor

License Requirements: License as required by DCP for specific types of jobs (i.e., Pressure Valve, Gas Line, Bridge, Structural, etc.)

Duties: Supervises and coordinates activities of workers engaged in the welding construction, fabrication, installation and repair of structures and fixtures. Reads blueprints, performs highly skilled welding tasks in accordance with standard trade practices, weld metal parts by oxyacetylene torch and welding rods or electric welding apparatus (i.e., MIG, TIG, STICK, HELI-ARC, etc.), lays out work and assigns workers to such tasks as cutting material and erecting steel structures and fixtures, selects materials and structural units and inspects to insure conformance with provisions of building code and local ordinances, determines sequence of events concerned with fixture assembly and erection of structure, prepares cost estimates, inspects work of subcontractors to insure conformance with specifications, considerable knowledge of and ability to apply standard tools, materials, methods and practices, interpersonal skills, oral and written communication skills, and ability to prepare estimates and keep accurate job records.

33.29.1.2. Welder, Common Laborer

License Requirements: License as required by DCP for specific types of job (i.e., Pressure Valve, Gas Line, Bridge, Structural, etc.).

Duties: Performs any combination of duties on welding projects, usually works in utility capacity by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

33.30. Window Cleaning Services:

License or Registrations Requirements: As required by DCP

Duties: Window cleaners wash and dry glass surfaces on the insides and outsides of residential and commercial buildings. Clean and wash glass partitions, mirrors, and other glass surfaces. Clean and wash windows using scaffolding, ladders, or special safety equipment to complete work.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

33.31. Chain Link Fence Services:

License or Registrations Requirements: As required by DCP

Duties: Supervises and coordinates activities involved in chain link fence installation, replacement and repair of metal fencing surrounding institutional establishments and residential locations using equipment and tools required to complete the work.

33.32. Apprentice (All Trades)

A person who is learning a trade from a skilled employer who is in a system of training with a trade or profession with on-the-job training and often some accompanying study (classroom work and reading).

**BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials
Company Mailing Address		Print Full Name
City, State, Zip		Title
Phone Number(s)	Fax No.	E-Mail Address

EXHIBIT A
Attachment 2
Statement of Work

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

1. Scope of Project:

2. Specifications/Deliverables:

3. List of Attachments and Drawings:

**EXHIBIT A
 Attachment 2
 Statement of Work**

Order Proposal Worksheet

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
Materials and Equipment Total:				

Contractor's Labor

Crew Size	Labor Classification	Base Rate	Man Hours	Total
Total Labor:				

Subcontractors

Trade	Subcontractor Name	Total
Total Subcontractor's Labor:		
Total Proposed Amount:		

EXHIBIT A
Attachment 2
Statement of Work

SIGNATURE PAGE OF STATEMENT OF WORK

CONTRACTOR

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

STATE OF CONNECTICUT

Department of _____

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

EXHIBIT A
Attachment 3
Statement of Work
Project Change Order / Addendum

Date:	
Project Number:	
Project Name:	
Project Location:	
Project Addendum Number:	

1. Scope of Project

General Clarifications / Comments:

2. Changes to Specifications and Deliverables:

3. Changes to Attachments and Drawings:

EXHIBIT A
Attachment 3
Statement of Work
Project Change Order / Addendum

Change Order Proposal Worksheet

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
Materials and Equipment Total:				

Contractor's Labor

Crew Size	Labor Classification	Base Rate	Man Hours	Total
Total Labor:				

Subcontractors

Trade	Subcontractor Name	Total
Total Subcontractor's Labor:		
Total Proposed Change Order Amount:		

EXHIBIT A
Attachment 3
Statement of Work
Project Change Order / Addendum

SIGNATURE PAGE OF STATEMENT OF WORK PROJECT CHANGE ORDER / ADDENDUM

CONTRACTOR

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

STATE OF CONNECTICUT

Department of _____

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

**BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials
Company Mailing Address		Print Full Name
City, State, Zip		Title
Phone Number(s)	Fax No.	E-Mail Address

EXHIBIT A
Attachment 2
Statement of Work

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

1. Scope of Project:

2. Specifications/Deliverables:

3. List of Attachments and Drawings:

EXHIBIT A
Attachment 2
Statement of Work

Order Proposal Worksheet

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
Materials and Equipment Total:				

Contractor's Labor

Crew Size	Labor Classification	Base Rate	Man Hours	Total
Total Labor:				

Subcontractors

Trade	Subcontractor Name	Total
Total Subcontractor's Labor:		
Total Proposed Amount:		

EXHIBIT A
Attachment 2
Statement of Work

SIGNATURE PAGE OF STATEMENT OF WORK

CONTRACTOR

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

STATE OF CONNECTICUT

Department of _____

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

EXHIBIT A
Attachment 3
Statement of Work
Project Change Order / Addendum

Date:	
Project Number:	
Project Name:	
Project Location:	
Project Addendum Number:	

1. Scope of Project

General Clarifications / Comments:

2. Changes to Specifications and Deliverables:

3. Changes to Attachments and Drawings:

EXHIBIT A
Attachment 3
Statement of Work
Project Change Order / Addendum

Change Order Proposal Worksheet

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
Materials and Equipment Total:				

Contractor's Labor

Crew Size	Labor Classification	Base Rate	Man Hours	Total
Total Labor:				

Subcontractors

Trade	Subcontractor Name	Total
Total Subcontractor's Labor:		
Total Proposed Change Order Amount:		

EXHIBIT A
Attachment 3
Statement of Work
Project Change Order / Addendum

SIGNATURE PAGE OF STATEMENT OF WORK PROJECT CHANGE ORDER / ADDENDUM

CONTRACTOR

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

STATE OF CONNECTICUT

Department of _____

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____



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. 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

STANDARD AND PREVAILING WAGE RATES

Standard Wage Rates

Information concerning Section 31-57f 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/standardwage.htm>.

Contractors shall comply with all provisions of CGS Section 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor ("DOL"). A link to the Standard Wages by town is provided below, as it may be modified from time to time:

<http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

Questions concerning Standard 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.

Prevailing Wage Rates

DCS shall determine, in its sole discretion, if a project meets the criteria of CGS Section 31-53. If the project meets the criteria of CGS Section 31-53, the Contractor shall be subject to prevailing wages. The following paragraph shall apply and is made a part of this Contract in accordance with the requirements of CGS Section 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 (i) 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."

Project: Trade Labor Services For All Using State Agencies

**Standard Wage Rates Determination
for Certain Service Workers**

S 25849

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

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

Project Number: 19PSX0002

Town: Statewide

Project: Trade Labor Services For All Using State Agencies

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$11.29	3.38
Baker	\$14.94	4.49
Bartender	\$10.10	3.03
Boiler Tender	\$29.27	8.78
Carpenter, Maintenance	\$26.52	7.95
Cashier	\$10.95	3.28
Cleaner, Heavy** Hired after July 1, 2009	\$16.20	7.25 + a
Cleaner, Light** Hired after July 1, 2009	\$15.90	7.25 + a
Cleaner, Vehicles	\$13.18	3.95
Cook I	\$17.31	5.19

As of: Friday, March 22, 2019

Project: Trade Labor Services For All Using State Agencies

Cook II	\$18.73	5.61
Counter Attendant	\$11.29	3.38
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.58	7.97
Elevator Operator	\$15.75	4.72
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.56	3.46
Furniture Handler ~ Hired prior to July 1, 2009	\$16.51	7.25 + a
Furniture Handler**Hired after July 1, 2009	\$16.30	7.25 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$21.95	6.58
Guard I	\$15.19	4.55
Guard II	\$20.45	6.13
HVAC	\$28.78	8.63
Janitor* ~ Hired prior to July 1, 2009	\$15.75	7.25 + a

As of: Friday, March 22, 2019

Project: Trade Labor Services For All Using State Agencies

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$28.38	8.51
Maid or Houseman	\$12.68	3.80
Meat Cutter	\$20.84	6.25
Painter, Maintenance	\$23.07	6.93
Parking Lot Attendant	\$11.28	3.38
Pest Controller	\$18.70	5.61
Pipefitter, Maintenance	\$30.87	9.26
Plumber, Maintenance	\$29.77	8.93
Presser, Hand	\$11.29	3.38
Presser, Machine, Drycleaning	\$11.29	3.38
Presser, Machine, Shirts	\$11.29	3.38

As of: Friday, March 22, 2019

Project: Trade Labor Services For All Using State Agencies

Presser, Machine, Wearing Apparel, Laundry	\$11.29	3.38
Refuse Collector	\$19.41	5.82
Sheet Metal Worker, Maintenance	\$28.97	8.69
Stationary Engineer	\$29.27	8.78
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$23.11	6.93
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.73	5.01
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$19.20	5.76
Ventilation Equipment Tender	\$23.99	7.19
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.86	3.55
Window Cleaner ~ Hired prior to July 1, 2009	\$17.26	7.25 + a
Window Cleaner** Hired after July 1, 2009	\$20.23	7.25 + a

As of: Friday, March 22, 2019

Project: Trade Labor Services For All Using State Agencies

* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

~FOOTNOTES~

Health and Welfare \$5.97 per hour on January 1, 2016.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Friday, March 22, 2019

***Fringe Benefits Explanation (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.)

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life Insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____

I, _____ of _____ (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statute Section 31-57f. Further, I hereby certify and state the following:

- A) The records submitted are true and accurate;
- B) The rate of wages paid to each employee is not less than the standard rate of wages as determined by the Labor Commissioner pursuant to section (e);
- C) The Employer has complied with all of the provisions of Section 1, and
- D) The employer is aware that filing a certified payroll which it knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.

Submitted on _____
(Date)

(Signature)

(Title)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

WEEKLY PAYROLL

EMPLOYEE NAME AND ADDRESS	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							S-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS SERVICE CONTRACT JOB	CHECK # AND NET PAY
			S	M	T	W	TH	F	S						FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING	OTHER		
			HOURS WORKED EACH DAY																	
										\$		1. \$								
										\$		2. \$								
										Base Rate		3. \$								
										\$		4. \$								
										Cash Fringe		5. \$								
										\$		6. \$								
										\$		1. \$								
										\$		2. \$								
										Base Rate		3. \$								
										\$		4. \$								
										Cash Fringe		5. \$								
										\$		6. \$								
										\$		1. \$								
										\$		2. \$								
										Base Rate		3. \$								
										\$		4. \$								
										Cash Fringe		5. \$								
										\$		6. \$								
										\$		1. \$								
										\$		2. \$								
										Base Rate		3. \$								
										\$		4. \$								
										Cash Fringe		5. \$								
										\$		6. \$								
										\$		1. \$								
										\$		2. \$								
										Base Rate		3. \$								
										\$		4. \$								
										Cash Fringe		5. \$								
										\$		6. \$								

*IF REQUIRED

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.