

**EXHIBIT H**

**Acceptance of Contract Terms**

Insert Company Name as a condition of satisfying the minimum requirements of that certain document entitled "REQUEST FOR QUALIFICATIONS/PROPOSALS for Contracted Facilities Management Services For the Capitol Region Education Council, RFP# 20-104; hereby accepts the terms and conditions of the contract included and attached to said document as Exhibit H, without exception.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

# CREC

Expert Solutions

## SERVICES AGREEMENT CONTRACTED FACILITIES MANAGEMENT SERVICES

**THIS SERVICES AGREEMENT** (this “Agreement”) is made effective as of \_\_\_\_\_, 2020 between **CAPITOL REGION EDUCATION COUNCIL**, a Regional Education Service Center established under the Connecticut General Statute 10-66a-n having a place of business and mailing address at 111 Charter Oak Avenue in Hartford, Connecticut 06106 (“CREC”) and \_\_\_\_\_ a \_\_\_\_\_ having an office at \_\_\_\_\_ (“Company”).

### RECITALS:

Pursuant to \ Request For Proposal issued by CREC for **Contracted Facilities Management Services**, a copy of which RFP is attached hereto as Exhibit A and made a part hereof (the “RFP”), CREC issued a proposal for certain **Facilities Management Services** and the Company has responded to the RFP and been awarded the contract; and

Pursuant to the terms and conditions of this Agreement, CREC desires to obtain from the Company and the Company desires to provide to CREC certain **Facilities Management Services**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

- 1. CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the RFP. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them respectively in the RFP. The term “Work” herein means the providing and performance of the Services and includes all labor, materials, equipment, and services provided or to be provided by Company to fulfill Company's obligations under the Contract Documents.
- 2. SCOPE OF SERVICES.** The Company shall, upon the terms and conditions of this Agreement, furnish adequate and sufficient Services to perform the Work.
- 3. TERM.** This Agreement shall commence on July 1, 2020 and shall continue thereafter for three (3) years or thirty-six (36) months (the “Initial Term”). CREC shall have options to renew this Agreement for two (2) additional terms for one (1) year or twelve (12) months (each a “Renewal Term”, which together with the Initial Term hereinafter collectively, the “Term”) upon written notice delivered to Company prior to the expiration of the Initial Term or the first Renewal Term, if applicable. In the event CREC elects to renew this Agreement, the Renewal Term shall be upon all the terms and conditions as set forth in the Contract Documents. Upon the expiration of the Term or a Renewal Term, if applicable, the parties hereto may agree that this Agreement shall continue on a month to month basis on the terms and conditions set forth in the Contract Documents unless otherwise agreed to by the parties in writing. Notwithstanding the foregoing, this Agreement may be terminated by CREC for convenience upon thirty (30) days' written notice to Company.

In the event of such early termination, the Company shall be entitled to receive payment for Work executed in accordance with the Contract Documents and costs incurred by reason of such termination; provided, however, Company shall not be entitled to any overhead or profit on the Work not so executed or unexecuted.

#### 4. **FEES/REIMBURSEMENTS.**

(a) For Work performed by Company in accordance with the Contract Documents, CREC shall pay the Company pursuant to the Bid Submittal Form submitted to CREC by the Company as part of the Company's response to the RFP, a copy of which is attached hereto as Exhibit B and made a part hereof (the "Fee(s)"). In the event the Company shall perform Work for one or more additional buildings and/or facilities designated by CREC that are not included on the Bid Submittal Form submitted to CREC by the Company as part of the Company's response to the RFP, payment for such Work shall be upon mutual agreement of the parties hereto.

(b) All supplies purchased by or at the request of Company in connection with the Work shall be pre-approved by CREC and shall be purchased in accordance with the then-current version of CREC's Purchasing Policies and Procedures, Operations and Facilities Guide. CREC shall reimburse the Company for the actual cost of such supplies, with no mark-up, within thirty days of invoicing including such supporting documentation as CREC may require.

5. **INSURANCE.** The Company shall be responsible for maintaining insurance coverage in force for the Term in accordance with the RFP and of the kinds and in adequate amounts to secure all of the Company's obligations under the Contract Documents, including, without limitation, coverage sufficient to meet the obligations in Section 7 of this Agreement. As to all insurance required, the insurer shall provide a Certificate of Insurance naming CREC, and its officers, agents, servants, and employees as additional insureds and containing a provision requiring not less than thirty (30) days' advance written notice of cancellation to CREC, which Certificate of Insurance shall be subject to the approval of CREC. Such insurance or renewals or replacements thereof shall remain in force during the Term. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated in the RFP, and the Company agrees that the stipulation in the RFP of the kinds and minimum amounts of insurance coverage, or the acceptance by CREC or its designee of the Certificate of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Company to any such kinds and amounts of insurance coverage. The Company, at the Company's own cost and expense, shall procure and maintain all insurance required under the RFP and this Agreement.

6. **WARRANTIES.** The Company represents and warrants to CREC that the Company has the power and authority to enter into and perform its obligations under this Agreement and the Contract Documents and shall perform the Work in a commercially reasonable manner. Further, the Company represents and warrants that all services provided to perform the Work will conform to the RFP, including, without limitation and to the extent applicable, the specifications, drawings, samples, or other descriptions set forth therein and that such services will be fit and sufficient for the purposes intended, of merchantable and good quality and workmanship, and free from defect, liens, and encumbrances.

7. **INDEMNIFICATION.** The Company agrees to and shall at all times indemnify, hold harmless and defend CREC and its directors, officers, employees and agents (collectively, "Indemnities") wholly harmless from any and all losses, costs, expenses (including court costs and reasonable attorney's fees), actions, claims, demands, disputes, injuries, damages or death and other liabilities of whatsoever kind or nature arising from or relating to the performance (or attempted performance) of the Work or otherwise caused by, incident to, connected with or arising directly or indirectly out of: (a) the performance of the

Work by the Company, any subcontractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, or (b) any act, omission, or negligence of the Company, any subcontractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, except for actions or events caused by the willful misconduct or gross negligence of the Indemnities. The Company agrees that CREC shall have the right to participate in the defense of any such claim, through counsel of its own choosing at the expense of the Company, that may be brought against CREC by a third party. This indemnity shall survive the termination of this Agreement.

8. **DEFAULTS.** The term “Default” as used in this Agreement shall mean the occurrence of any of the following events:

- (a) The Company becomes insolvent;
- (b) The Company makes an assignment for the benefit of creditors;
- (c) A voluntary or involuntary petition in bankruptcy is filed by or against the Company;
- (d) The Company fails to perform the Work in accordance with the Contract Documents;
- (e) If any representation made herein or in any other document delivered in connection with this Agreement, or otherwise made by or on behalf of the Company in connection with this Agreement, shall be false or misleading in any material respect;
- (f) The Company shall refuse to perform the Work when and as directed by CREC;
- (g) The Company shall, without just cause, reduce its working force to a number that if maintained would be insufficient, in the opinion of CREC, to perform the Work in accordance with this Agreement;
- (h) The Company shall sublet, assign, transfer, convey, or otherwise dispose of this Agreement, or its rights or liabilities hereunder, other than as herein specified;
- (i) A receiver or receivers are appointed to take charge of the property or affairs of the Company;
- (j) Any applicable law or regulation has been violated by the Company or its agents, servants, or employees;
- (k) If the Work is not performed within the time specified in the Contract Documents, time being of the essence, or within a reasonable time, if no time is specified; or
- (l) The Company shall fail to perform or be in default of any of the provisions of this Agreement or the Contract Documents, including (without limiting the generality of the foregoing) each specific requirement set forth in the RFP relating to staffing, subcontracting, contract performance, insurance, custodial services, building maintenance, and facilities management, each of which are acknowledged to be material to this Agreement and subject to strict interpretation.

9. **REMEDIES.** Upon the occurrence of one or more Defaults or if, at any time during the Term, CREC, in its sole and absolute discretion, determines that the Company is not satisfactory fulfilling its

obligations under this Agreement, this Agreement may be terminated for cause and/or pursue any other remedy available to CREC in law or equity. Termination may occur only after CREC has delivered written notice to the Company demanding that any breach of the terms hereof or Default be cured within fifteen (15) days of such notice ("Notice of Default"). Upon failure of the Company to cure any such breach or Default during the fifteen (15) day cure period, CREC may elect to terminate this Agreement by delivering written notice of such termination to the Company. Notwithstanding the foregoing or any other provision of this Agreement, if CREC determines, in its sole and absolute discretion, that (i) the Company has created or permitted circumstances which imperil the health or safety of students at the School, (ii) the Company is or has been willfully or in bad faith violating any of the provisions of this Agreement; or (iii) the Company's ability to continue performance of the Work in the future is imperiled, CREC may immediately terminate this Agreement by delivering written notice of termination to Contractor and/or pursue any other remedy available to CREC in law or equity. In the event of such early termination, the Company shall be entitled to receive payment for Work executed in accordance with the Contract Documents; provided, however, Company shall not be entitled to any overhead or profit on the Work nor so executed or unexecuted.

10. **NOTICES.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable national overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible confirmed facsimile transmission sent to the intended addressee at the address set forth below, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to CREC: Capitol Region Education Council  
111 Charter Oak Avenue  
Hartford, Connecticut 06106  
Attn: Sandy Cruz-Serrano  
Tel: (860) 509-3719

*With a copy to:* Victor N. Morganthaler  
Hoopes Morganthaler Rausch & Scaramozza LLC  
CityPlace II – 185 Asylum Street  
Hartford, Connecticut 06103  
Tel: (860) 275-6802

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Tel: \_\_\_\_\_

11. **EQUAL OPPORTUNITY.** CREC is an equal opportunity employer and purchaser. The Company hereby agrees that in connection with the Work no employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, age, present or past history of mental disorder, mental retardation or physical disability including but not limited to blindness, or veteran's status.

12. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION.**

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

(b) The Company agrees, in all solicitations or advertisements for employees placed by or on behalf of the Company in connection with this Agreement, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission").

(c) The Company agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding or each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments pursuant to Connecticut General Statutes (the "Statutes") Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Company agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68f of the Statutes, and with each regulation or relevant order issued by said Commission pursuant to Statutes Section 46a-56, 46a-68e and 46a-68f.

(e) The Company agrees to provide the Commission and CREC with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Company as relate to the provisions of Statutes Sections 4a-56 and 4a-60. If this Agreement is deemed a public works contract, the Company agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in performance of the Work.

13. **NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION.**

(a) (1) The Company agrees and warrants that in the performance of this Agreement the Company will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation; (2) the Company agrees to provide each labor union or representatives of workers with which such Company has a collective bargaining agreement or other contract or understanding and each vendor with which such Company has a contract or understanding a notice to be provided by the Commission advising the labor union or workers' representative of the Company's commitments under Statutes Section 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Company agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Statutes Section 46a-56; (4) the Company agrees to provide the Commission with such information requested by the Commission, and

permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Company which relate to provisions of this section and Section 46a-56 of the Statutes.

(b) The Company shall include the provisions of subsection (a) of this Section and the provisions of subsection (a) of Section 12 in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Company 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 Section 46a56 of the Statutes provided, if such Company becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Company may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

14. **AMERICANS WITH DISABILITIES ACT OF 1990.** This clause applies to those contractors or subcontractors providing the Services, which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections 12101-12189 and Sections 12201-12213) (Supp. 1993); 47 USCS Sections 225.611 (Supp. 1993) (the "Act"). During the term of this Agreement, the Company represents that it is familiar with the terms of the Act and that it is in compliance with the Act. The Company warrants that it will hold CREC harmless from any liability, which may be imposed upon CREC as a result of any failure of the Company to be in compliance with the Act. Where applicable, the Company agrees to abide by the provisions of Section 504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

15. **GENERAL.**

(a) Independent Contractors. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) Assignment/Subcontractors. The Company may not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement. Further, the Company shall not subcontract any of the Work without prior written approval of CREC. Subcontractors, if any, shall be bound by all the terms and conditions of the Contract Documents and in no event shall the Company be relieved of its responsibility for performance of the Work.

(c) Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

(d) Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

(e) Amendment. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

(f) Law. This Agreement shall be governed in all respects by the laws of the State of Connecticut without regard to its conflict of laws provisions.

(g) Force Majeure. Except for the obligation to *pay* money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, or governmental act, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

(h) Entire Agreement. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

(i) Tax Exempt. CREC is exempt from the state sales tax under Section 12-412 of the Statutes.

**CREC:**

**CAPITOL REGION EDUCATION COUNCIL**

By: \_\_\_\_\_  
Name:  
Title:

**COMPANY:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title: