

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

16PSX0212

Contract Award Date:

30 December 2016

Bid Due Date:

22 December 2016

SUPPLEMENT DATE:

12 June 2018

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: **Inspection, Testing, Maintenance and Repair of Clean Agent, Halon, Carbon Dioxide and Dry Chemical Fire Suppression Systems and Fire Alarm Systems**

FOR:
All Using State Agencies, Political Subdivisions and Not-for-Profit Organizations

TERM OF CONTRACT:

January 3, 2017 through March 31, 2022

AGENCY REQUISITION NUMBER: 889

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

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

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

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

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

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

CONTRACTOR INFORMATION:

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

Company Name: **Johnson Controls Fire Protection LP**

Company Address: **429 Hayden Station Road, Suite C, Windsor, CT 06095**

Contact Person: **Trish Noonan**

Tel. No.: **860-256-5382**

Fax. No.: **860-742-4945**

Company E-mail Address and/or Company Web Site: patricia.lamontagne@jci.com

www.johnsoncontrols.com

Certification Type (SBE, MBE or None): **None** Prompt Payment Terms: **0% 00 Net 45** Agrees to Supply Political SubDivisions: **Yes**

PLEASE NOTE:

- SimplexGrinnell, LP company name has changed to Johnson Controls Fire Protection LP.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **LINDA LOSCHIAVO**

Title: Contract Specialist

Date: 12 June 2018

CONTRACT AWARD
SP-38 - Rev. 11/17/16
Prev. Rev. 5/21/14

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

- Refer to next page for Contractor Information.

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **LINDA LOSCHIAVO**

Title: Contract Specialist

Date: 3 January 2017

CONTRACTOR INFORMATION:

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

Company Name: **Encore Holdings, LLC dba Allstate Fire Systems**

Company Address: **110 Murphy Road, Hartford, CT 06114**

Tel. No.: **860-246-7711**

Fax No.: **860-246-7707**

Contract Value: **\$150,000.00 - Estimate**

Contact Person: **David K. Thompson**

Company E-mail Address and/or Company Web Site: dthompson@allstatefiresystems.com

www.allstatefiresystems.com

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

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

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

CONTRACTOR INFORMATION:

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

Company Name: **SimplexGrinnell LP**

Company Address: **429 Hayden Station Road, Suite C, Windsor, CT 06095**

Tel. No.: **860-438-3200 x 117**

Fax. No.: **860-742-4945**

Contract Value: **N/A**

Contact Person: **Patrick Spaulding**

Company E-mail Address and/or Company Web Site: pspaulding@simplexgrinnell.com

www.simplexgrinnell.com

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

Agrees to Supply Political SubDivisions: **Yes**

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

Inspection, Testing, Maintenance and Repairs of Clean Agent and Halon Suppression Systems

Client Agency Instructions on How to Use This Contract:

This Contract has been awarded as a multiple award to two (2) Contractors, Encore Holdings, LLC dba Allstate Fire Systems and SimplexGrinnell.

Client Agency should review Exhibits A and B prior to utilizing this Contract.

The Client Agency are allowed to use any of the two (2) Contractors. The Client Agency should consider the following criteria prior to the issuance of their purchase order:

- Utilize the total lowest priced solution.
- Select the Contractor which best fits the needs of the Client Agency.
- Consider the criticality of the task.

Note: Contract Supplements will not be issued for any Client Agency that elects to utilize this Contract. Client Agencies shall deal directly with the Contractor for acquiring services listed within in this Contract.

CONTRACT

16PSX0212

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Encore Holdings, LLC dba Allstate Fire Systems and SimplexGrinnell LP

Awarded Contractor

INSPECTION, TESTING, MAINTENANCE AND REPAIRS OF CLEAN AGENT, HALON, CARBON DIOXIDE AND DRY
CHEMICAL FIRE SUPPRESSION AND FIRE ALARMS SYSTEMS

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Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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This Contract (the "Contract") is made as of January 3, 2017 (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 Linda LoSchiavo, 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 the Effective Date through March 31, 2022.

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The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

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

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

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

(b) Payment Terms and Billing:

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

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

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

(d) Price Adjustments: Price adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.

Items #1, #2, #3, #4, #5 and #6 –Prices shall remain firm for the term of the Contract.

Item #7 –There will be no labor rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

Item #8 –There will be no percentage markup increase during the term of the Contract.

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

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

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor 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

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storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

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

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purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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

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of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
 - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.
14. Purchase Orders.

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

15. Indemnification.

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

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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

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section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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 and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

(b)

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

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ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to 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: Linda LoSchiavo

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.

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- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or 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.

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47. Contractor Responsibility.

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

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

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the 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

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this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the 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,

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now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act of 1996.

This paragraph was intentionally left blank.

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;

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- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, 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. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) General:

This Contract covers the requirements for inspection, testing, maintenance and repairs, as well as the purchase of parts and equipment, for the clean agent, halon, carbon dioxide and dry chemical fire suppressions systems which primarily use the following chemical agents, but not limited to, FM-200, Novec 1230 (Sapphire), FE-13, halon, inergen, argonite and carbon dioxide (other agents may be used as well in some situations) and any fire alarm system connected to any of the above described fire suppressions systems. The suppression and fire alarm systems are referred to collectively as the "Systems".

(b) Contractor Requirements:

Contractor's maintenance center must be located within Connecticut. The center may be comprised of maintenance personnel housed in multiple locations within Connecticut.

Contractor shall have adequate personnel on their staff to perform the Services outlined within this Contract. Contractor shall have the capability to Service all components of the System. Contractor's technicians shall be at least National Institute for Certification in Engineering Technologies 1 Certified. Contractor is responsible for providing all necessary training and certification for their staff for the Systems, at the Contractor's expense.

Contractor shall coordinate all Services with the Client Agency designee listed on each purchase order for each region.

Contractor shall have a representative available for consultation with Client Agency, should the need arise.

Contractor shall provide equipment necessary to perform the Services, including lift equipment, for gaining access to portions of the Systems that are not readily accessible. Contractor may invoice the Client Agency a surcharge (refer to Exhibit B) for scheduling and coordinating rental of the required lift equipment as long as a copy of the rental lift equipment invoice from the rental company to the Contractor is provided to the Client Agency with the Contractor's invoice. Lift equipment expenses will be billed separately from other maintenance or repair Services.

Contractor shall notify the Client Agency, the alarm monitoring company and the local fire department prior to and after a test has been conducted on any fire alarm System. Contractor shall retain the name, title and phone numbers of the personnel to whom notification was made. Contractor shall then verify receipt of signal from the alarm monitoring company. When Service is completed, the Contractor shall notify the alarm monitoring company that the alarm has been activated for normal use.

Contractor shall reimburse the Client Agency for any fines and other sanctions that are incurred from the local fire department or any other entity due to the Contractor's failure to notify either the alarm monitoring company or the local fire department as described herein.

All repairs must be preapproved, in writing, by the Client Agency.

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

If any utilities or critical Systems are to be interrupted during any System Services, the Contractor shall provide the Client Agency written notification of the interruption at least 24 hours prior to its occurrence.

If any portion of the System is not operational or is in some way deficient for a period of 48 hours following a Client Agency request for Service to the Contractor, the Client Agency reserves the right to contract with another Contractor for necessary repairs in accordance with the provisions of this Contract.

The conducting of fire drills is not part of this Contract.

If clock changes are required due to day-light savings time or other clock program changes, the Contractor shall not charge the Client Agency for this Service if the Service is completed during any inspection and testing or any other Service. If clock changes are not completed during those instances, the Contractor may charge the Client Agency at the labor rate listed in Exhibit B for the time to complete the change.

Client Agency retains the option to forego any test in its sole discretion. If the Client Agency requests that a test not be performed, the Client Agency shall submit that direction in writing to the Contractor and shall make a corresponding reduction to any Contractor invoice charging for such test.

(c) Response Time:

Contractor shall have a twenty-four hour emergency answering service with the means of receiving notices from the Client Agency at any time. Home telephone numbers or recording devices are unacceptable in lieu of an answering service capability.

Contractor shall call back the Client Agency within one (1) hour after receiving notice and the Contractor's personnel shall be on site within two (2) hours from the initiation of the call (this includes after hours, weekends and holidays).

Contractor shall be on site to respond to all non-emergency service calls within 24 hours of notification from the Client Agency.

(d) Inspection and Testing Requirements:

Contractor shall schedule all test and inspections with the Client Agency and provide the Client Agency with a forty-eight (48) hour notice prior to performing the test and inspection.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Contractor shall contact and coordinate a date and time with the elevator company for the testing of smoke detectors located in any elevator shafts, if applicable. Contractor is responsible for any fees charged by the elevator company.

Contractor shall provide semi-annual inspection and testing to include, but not be limited to, the following:

- All fire alarm control panel functions to include local alarm tie-in check, second alarm check and central station tie-in.
- Operating all auxiliary and supplemental components such as auxiliary interlocks, manual release check, switches, door window release, interconnect valves, damper releases, air handling shutdown and supplementary alarms.
- All strobes, horns and pull stations.
- A functional battery load test.
- Disabling the System and completing a trip test that sends a signal alerting the main fire alarm panel that the System has been disarmed.
- Removing and reinstalling all actuation controls and reset after testing.
- Determining the amount of agent with the cylinder by either checking to verify that cylinder pressure gauges are working after the cylinder has been dismantled and weighed or by using a measuring device (i.e. liquid level indicator device).
- Inspection of the cylinder for evidence of corrosion and damage.
- Inspection of the brackets and supports of the cylinder.
- Inspecting and verifying that all hoses/piping are undamaged with no evidence of corrosion and insure that all hoses/piping are put together and bracketed properly and securely supported with no leaks and no loose fittings.
- Inspection of nozzles and nozzle deflectors to insure proper position and alignment and determine that orifices are clear and unobstructed. Check nozzles seals for signs of deterioration.
- Inspection to determine there is no damage or obstruction to any part of the System.
- Checking for all proper signage.
- Inspection of all external wiring.
- Returning all devices to normal operating conditions after testing and inspection.
- Ensure that the System is in proper operating condition.

Note:

- Semi-annual inspection and testing price includes all of the above Services except for semi-annual inspection of smoke detectors; smoke detector sensitivity testing; and inspection of smoke and fire dampers which will be charged separately as listed in Exhibit B.
- Kitchen hood systems, electronic sprinkler connections, i.e. standpipe low pressure alarm, valve tamper switches, flow alarms and divisional valves, are not tested under this Contract.

(e) Additional Inspection and Testing:

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Contractor shall provide, but not limited to,

- Smoke detectors sensitivity testing of all smoke detectors on a bi-annual (every 2 years) schedule. Every smoke detector shall be tested by utilizing a SES (smoke evacuation system) to include, if applicable, detectors in heating, ventilating and air conditioning equipment, attics, and crawl spaces. Contractor shall not use magnetic testing, unless otherwise stated by the Client Agency.
- Smoke and Fire Damper Testing will include, but not be limited to, the inspection and testing of the fan interlock(s) and of the fusible link(s) or fire alarm control module(s).

The frequency of when the smoke and fire damper testing and inspection is performed depends on whether there is a fire alarm control module or a fusible link as described below:

- A fire and smoke damper with a fire alarm control module as the initiating device requires testing and inspection on an annual basis.
 - A smoke damper with a fusible link as the initiating device requires testing and inspection every four (4) years.
 - If either type of damper is replaced, then an inspection and testing is required one (1) year after the installation.
 - If the Client Agency does not know the locations of all the smoke and fire dampers, the Contractor shall charge an hourly rate to determine the location.
- Hydrostatic testing of cylinders and hoses, when requested. Contractor shall provide a clean agent recovery when completing this test by emptying the tank into another container/cylinder and then replacing the agent back into the cylinder when the test is completed or replacing the cylinder with another filled and tested cylinder. The cylinder must be in full working condition upon completion of test.

Note: The total cost for the Hydrostatic Test listed in Exhibit B includes the testing fee along with the fees to recycle (if applicable), recharge and refill the cylinder(s).

(f) Refilling and Recharging of Cylinders:

Contractor shall provide the Service of refilling and recharging of cylinders, when requested. Contractor must complete the following (but not be limited to just the following) when refilling cylinders: replace the actuating cartridge; flush a concentration into the distribution piping to prevent crystallization of the agent in the piping; replace seals and valves; and recharge the agent.

(g) Maintenance and Repairs:

Maintenance and repairs will be completed on a time and materials basis per the rates listed in Exhibit B, as required by the Client Agency.

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(h) Required Reports:

Upon completion of any testing, inspection, maintenance and/or repairs, a legible written service report must be delivered to the Client Agency at the facility at the time of the completion of the inspection and testing or other Service. Contractor shall notify the Client Agency immediately of any discovered deficiencies to the System or identify these deficiencies PROMINENTLY on the inspection report after any inspection and testing or service to the System.

The Service report will include, but not be limited to, the following information for each request for maintenance/service:

- Date and time notified
- Date and time of arrival
- Location of service
- Client Agency contact person and telephone number
- Name of technician performing maintenance, Contractor's name, business address and telephone number
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected
- Supply manufacturer and manufacturer's part number for all parts replaced
- Charges for the service, if applicable
- Departure time

Contractor's failure to sign in or out or leave a signed inspection/service report at the location, whether intentional or unintentional, will be conclusive proof that a service was not performed.

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

Contractor shall submit a legible copy of the final inspection report to the Client Agency within three (3) days after completion of the inspection/service. The final report will provide all information required to be in compliance with all applicable codes and recommendations outlined in Section 2(a) of Exhibit A. The inspection report must include all information listed in appropriate National Fire Protection Association (NFPA) inspection and testing report. Contractor shall also include the following documents with the final service report(s):

- (1) A summary report that includes:
 - a. A detailed listing of all the equipment that was tested and inspected.
 - b. The test and inspection results.
 - c. The deficiencies found (and which need to be corrected) and cost estimates to mitigate each in accordance with the labor rates provided in Exhibit B with reference all specific code(s) for each deficiency that was found, if applicable.

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- (2) Written confirmation that all of the fire protection System components have activated the appropriate local fire alarm panel and central station (to include all trouble and alarm signals).

The final report will be signed (printed and signed legibly) by the Contractor's technician. These reports will be kept as a permanent record for all inspection, testing and any Service performed.

If requested, additional copies of the report will be submitted to the Client Agency.

Service reports will be kept as a permanent record for all Services provided to a System.

(i) Procedures for Services:

Contractor shall adhere to established security, property entrance and working policies and procedures established by the Client Agency. It is the responsibility of the Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any premises or to perform the Services. Additional procedures may also be written on the Client Agency's purchase order, if needed.

Client Agency shall retain the option of having Client Agency personnel present at any inspection or corrective visit.

Contractor's personnel shall:

- (1) Sign in with the Client Agency designee prior to performing any Service;
- (2) Provide Material Safety Data Sheets prior to bringing any materials brought onto the grounds;
- (3) Follow the Client Agency smoking policy;
- (4) Maintain their work area as clean as possible while working and clean up thoroughly when finished;
- (5) Use courtesy and refrain from loud and/or abusive language;
- (6) Sign out with the Client Agency designee upon completion of any Service.

(j) Site Meeting and Inspections and Request for Quote for Equipment/Repair Parts:

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

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

Contractor shall provide the Client Agency with a detailed, written and itemized quote, per pricing listed in Exhibit B, for installation of equipment upgrades, modifications and/or new Systems within 10 business days after the site inspection. The equipment/parts quote will include, but not be limited to, all equipment to include manufacturer, model/part number; materials; and a breakdown of the number

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of hours to complete the project. Contractor must provide the Client Agency with a revised quote when changes/updates effect the original quote.

Contractor shall provide the Client Agency with a written and itemized quote, per pricing listed in Exhibit B, for test and inspection of a System within 10 business days after the site inspection.

(k) Purchase and Installation of Equipment and/or Parts:

Client Agency may request Contractor to upgrade, add, modify or replace any equipment (to include parts) to the System that is needed to insure that System is in compliance with code requirements listed in Section 2(a) of this Exhibit A. The Client Agency may not utilize this Contract to install a new System to any location which is not covered by the System as of the Effective Date. The Contractor is responsible for the provision of a turnkey operation in the installation of any equipment. Fire alarm systems parts and equipment may be purchased under this Contract only if the fire alarm system is connected to a clean agent, halon, carbon dioxide and dry chemical fire suppressions systems.

Contractor shall provide Client Agency with a detailed, written and itemized quote for installation of additional equipment.

All smoke detectors purchased must have the installation date stamped with indelible ink upon installation.

Contractor shall be responsible for the removal and disposal of the existing equipment, unless stated otherwise in writing by the Client Agency. If the Client Agency requests that the removed outdated equipment should be turned over the Client Agency, the Contractor shall comply. The Contractor is responsible for the provision of a turnkey operation in the installation of any equipment.

All existing cable or wire will be used during any installation unless Contractor is directed otherwise in writing by the Client Agency. If the Client Agency requests new cable or wire, the Contractor shall remove the existing cable or wire and dispose of it (per Client Agency's request and with no expense to the Client Agency). Whenever possible, all wiring will be concealed.

All penetrations in smoke partitions are to be sealed with fire stop.

Contractor is responsible for all repairs, such as plaster and dry wall restoration or any other type of construction material, replacement of ceiling tiles, and painting required to properly patch and repair removed equipment or damaged areas due from the removal or installation of the equipment.

At the completion and sign off of any equipment and/or parts installed, Contractor shall provide with the Client Agency's invoice, a copy of the original quote or a revised quote if it differs from the original quote.

This Contract is not to be used to replace or install a new System but to allow the Client Agency to replace failed components as required to keep the System up to code.

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2. ADDITIONAL TERMS AND CONDITIONS:

(a) Applicable Codes and Recommendations:

When applicable, all Services under this Contract will be performed in strict accordance with all applicable NFPA Codes (including but not limited to NFPA 12, 12A, 72, 75, 2001 and/or any other ones that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes and Connecticut Fire Prevention Code, latest revisions, to include the National Electrical Code, International Building Codes, International Mechanical Code and International Existing Building Code, latest revisions accepted by Connecticut State Building Code; JCAHO; Manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, UL and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other applicable industry standards.

If any of the above codes and recommendations change and have an impact on the Contract, a Contract Supplement may be issued to reflect these changes at any time during the term of the Contract. Contractor shall comply with all amendments or other changes made to applicable codes regardless of the issuance of a Contract Supplement.

(b) Certification Requirements:

Contractor shall maintain a valid Department of Transportation Retest Certificate required for hydrostatic testing throughout the term of the Contract, if applicable.

Contractor or subcontractor, whoever recycles and reclaims the halon, shall maintain a valid Halon Reclamation Certificate throughout the term of the Contract.

(c) License Requirements:

Contractor shall maintain a valid F-1 or F-3 license and technicians shall hold a F-2 license or F-4 license issued by the State of Connecticut, Department of Consumer Protection, Occupational Licensing Division throughout the term of the Contract.

For electrical work, when required, Contractor or subcontractor shall maintain a valid E-1 or L-5 license and technicians shall hold an E-2 or L-6 license (determined by the type of Services performed) issued by the State of Connecticut, Department of Consumer Protection, Occupational Licensing Division.

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

(d) Labor Rates:

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All routine Services will be performed during the normal work day. Any emergency or other scheduled Services performed at any other time will be executed only with prior written approval from the Client Agency.

Labor rates are listed as follows:

Normal Work Day: 7:00 am through 5:00 pm, Monday through Friday, excluding all State holidays. Includes emergency services performed during the normal work day.

After Hours, Saturday, Sunday and Holidays: This rate is for when emergency service is requested by the Client Agency that is not during the normal work day. Hours are from 5:01 pm to 6:59 am Monday through Friday and all day Saturday, Sunday and State holidays till 11:59 pm.

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

(e) Additional Fees:

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

(f) Equipment Documentation/Literature:

Contractor shall supply the Client Agency with one set of all technical or other manuals, documents, plans, specifications or other materials necessary for equipment operation, if applicable, when any equipment is purchased. Should such materials be updated or replaced, the Contractor shall provide such materials to the Client Agency, at no additional charge. Client Agency may purchase additional sets of materials, if needed.

Contractor shall also furnish the Client Agency with a complete instruction manual for the System and for all equipment and components supplied, as applicable. The manual will include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the System, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

(g) Training:

Contractor shall train the Client Agency on any installed equipment at no additional charge upon Client Agency request.

(h) Warranty:

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Warranty period of the new equipment will begin immediately after installation, testing and Client Agency's acceptance. The warranty period will be for a minimum period of one (1) year or according to the manufacturer's standard warranty, whichever is longer. All equipment will conform to the specifications, performance standards and descriptions in the documentation, so as to provide use of the equipment in accordance with such documentation without significant functional downtime to the Client Agency's ongoing business operations during the warranty term. If, during this period, such faults develop, the piece of equipment that is affected must be replaced by Contractor at no additional charge to the Client Agency.

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

Contractor fully guarantees Service performed under this Contract against defect due to faulty material and/or workmanship.

(i) Subcontractors:

No subcontracting is allowed under this Contract except for:

- Refilling, recharging, recycling and reclaiming of any chemical agents.
- Service to a fire alarm panel. If the Contractor does not have access to the codes or is unable to properly service a fire alarm panel, the Contractor may subcontract with a factory authorized contractor to perform the Service on the said fire alarm panel.
- The electrical portion of this Contract. Contractor shall ensure that electrical subcontractor meets all licensing qualifications outlined in Section 2(b) of Exhibit A.
- Smoke/fire damper Services.

Contractor acknowledges that any work provided under the Contract to any Client Agency is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate.

Contractor shall be responsible for all payment or fees charged by the subcontractor(s).

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

(j) Prohibited Items:

The following items are prohibited under this Contract:

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- Purchase and Installation of any new fire alarm and clean agent, halon, carbon dioxide and/or dry chemical fire suppression Systems.
- Inspection, testing, maintenance and repairs to fire alarm Systems not associated with clean agent, halon, carbon dioxide and dry chemical fire suppression Systems.
- Monitoring Services for Systems.

(k) Add or Delete a Service to the Contract:

The State reserves the right to add or delete any Service not listed in this Contract that may be required due to codes and/or recommendations changes listed in Section 2(a) of Exhibit A during the term of the Contract.

If a Client Agency needs a specific Service added to the Contract, the Client Agency shall submit the request in writing to Linda LoSchiavo at linda.loschiavo@ct.gov or her successor Contract Specialist. DAS shall then request a price for the service from the Contractor(s) listed within the Contract. After

DAS reviews all the information and the Service is approved by DAS and the Client Agency for inclusion, a Contract Supplement will be issued.

The State reserves the right to add any additional manufacturers and/or chemical agents to the Contract via a Contract Supplement during the term of the Contract.

If a specific Service needs to be removed from the Contract, the Contractor shall email Linda LoSchiavo at linda.loschiavo@ct.gov or her successor Contract Specialist with all the information to remove the Service. After the information is received, a Contract Supplement will be issued to remove said Service.

(l) Account Transition:

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

Contractor shall provide the lock-out codes to the panel or default the panel to allow any new contractor (under this or a subsequent contract) access to the panel and provide any other necessary information required to gain full access to the System as part of the transition period.

(m) Mandatory Extension to State Entities

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

(n) Contract Separately/Additional Savings Opportunities:

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

(o) Security and/or Property Entrance Policies and Procedures:

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

(p) 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. Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

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.

(q) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

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

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1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

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

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

(3) Rules Concerning Department of Correction Facilities

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

- (A) Restricted Areas

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

(B) Inmates

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

(C) Vehicle Control

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

(D) Contraband

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

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

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

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

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

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

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

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof,

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or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
 3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

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

- (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.
- (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.
- (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 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.
- (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.
- (5) The duties of the Authorized Supervisor are to:
 - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) 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

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- 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);
- (D) 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 ;
- (E) 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;
- (F) 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.
- (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 the following form:

**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) ;

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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
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Company Mailing Address	Print Full Name
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City, State, Zip	Title
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Phone Number(s)	Fax No.	E-Mail Address
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- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.

TYPES OF FIRE ALARM SYSTEMS CONTRACTOR PROVIDE SERVICES FOR:	Factory Authorized Service Center/Distributor:		Not Authorized But Capable to Perform Service on:	
<p>CONTRACTOR: Encore Holdings, LLC dba All State Fire Systems</p> <p>DOT Retest Certificate Number: 1385</p>				
		Edwards	X	Edwards
		EST	X	EST
	X	Fire-Lite	X	Fire-Lite
	X	Gamewell / FCI	X	Gamewell / FCI
	X	Kidde	X	Kidde
		Notifier	X	Notifier
		Siemens	X	Siemens
		SimplexGrinnell	X	SimplexGrinnell
<p>CONTRACTOR: SimplexGrinnell LP</p> <p>DOT Retest Certificate Number: B522</p>				
		Edwards	X	Edwards
		EST	X	EST
		Fire-Lite	X	Fire-Lite
		Gamewell / FCI	X	Gamewell / FCI
		Kidde	X	Kidde
		Notifier	X	Notifier
		Siemens	X	Siemens
	X	SimplexGrinnell	X	SimplexGrinnell

ITEM #1 - PRICING FOR SEMI-ANNUAL INSPECTION AND TESTING OF CLEAN AGENT, HALON, CARBON DIOXIDE AND DRY CHEMICAL FIRE SUPPRESSION SYSTEMS AND FIRE ALARM SYSTEMS ASSOCIATED WITH THESE SUPPRESSION SYSTEMS

-The prices listed below include all costs for semi-annual inspection and testing for the suppression systems using the agents listed below and the fire alarm systems associated with these suppression systems.
 - Price does not include smoke detectors (refer to Items #2 and #3) and smoke and fire dampers (refer to Item #4) inspection and testing. The price for these items shall be added to Item #1 for the total inspection and testing cost.

AGENT: FE-13 OR FM-200 OR HALON OR NOVEC 1230					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Semi-Annual Inspection:	1 – 5 Cylinders	\$	275.00	200.00	Per Semi-Annual Inspection per System
	6 – 10 Cylinders	\$	295.00	250.00	Per Semi-Annual Inspection per System
	11 – 15 Cylinders	\$	325.00	300.00	Per Semi-Annual Inspection per System
	16 – 20 Cylinders	\$	400.00	350.00	Per Semi-Annual Inspection per System
	21 – 25 Cylinders	\$	445.00	400.00	Per Semi-Annual Inspection per System

AGENT: INERGEN OR ARGONITE					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Semi-Annual Inspection:	1 – 5 Cylinders	\$	275.00	200.00	Per Semi-Annual Inspection per System
	6 – 10 Cylinders	\$	295.00	250.00	Per Semi-Annual Inspection per System
	11 – 15 Cylinders	\$	325.00	300.00	Per Semi-Annual Inspection per System
	16 – 20 Cylinders	\$	400.00	350.00	Per Semi-Annual Inspection per System
	21 – 25 Cylinders	\$	445.00	400.00	Per Semi-Annual Inspection per System

AGENT: CARBON DIOXIDE					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Semi-Annual Inspection:	1 – 5 Cylinders	\$	275.00	250.00	Per Semi-Annual Inspection per System
	6 – 10 Cylinders	\$	295.00	300.00	Per Semi-Annual Inspection per System
	11 – 15 Cylinders	\$	325.00	350.00	Per Semi-Annual Inspection per System
	16 – 20 Cylinders	\$	400.00	400.00	Per Semi-Annual Inspection per System
	21 – 25 Cylinders	\$	445.00	450.00	Per Semi-Annual Inspection per System

ITEM #1 - PRICING FOR SEMI-ANNUAL INSPECTION AND TESTING OF CLEAN AGENT, HALON, CARBON DIOXIDE AND DRY CHEMICAL FIRE SUPPRESSION SYSTEMS AND FIRE ALARM SYSTEMS ASSOCIATED WITH THESE SUPPRESSION SYSTEMS (continued)

AGENT: DRY CHEMICAL					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Semi-Annual Inspection:	1 – 5 Cylinders	\$	225.00	250.00	Per Semi-Annual Inspection per System
	6 – 10 Cylinders	\$	275.00	300.00	Per Semi-Annual Inspection per System
	11 – 15 Cylinders	\$	300.00	390.00	Per Semi-Annual Inspection per System
	16 – 20 Cylinders	\$	350.00	400.00	Per Semi-Annual Inspection per System
	21 – 25 Cylinders	\$	400.00	450.00	Per Semi-Annual Inspection per System

AGENT: INDUSTRIAL DRY CHEMICAL					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Semi-Annual Inspection:	1 – 5 Cylinders	\$	85.00	90.00	Per Semi-Annual Inspection per System
	6 – 10 Cylinders	\$	125.00	130.00	Per Semi-Annual Inspection per System
	11 – 15 Cylinders	\$	150.00	170.00	Per Semi-Annual Inspection per System
	16 – 20 Cylinders	\$	175.00	210.00	Per Semi-Annual Inspection per System
	21 – 25 Cylinders	\$	200.00	250.00	Per Semi-Annual Inspection per System

AGENT: FUEL ISLAND SUPPRESSION – GAS STATION					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Semi-Annual Inspection:	1 – 5 Cylinders	\$	250.00	320.00	Per Semi-Annual Inspection per System
	6 – 10 Cylinders	\$	250.00	320.00	Per Semi-Annual Inspection per System
	11 – 15 Cylinders	\$	250.00	320.00	Per Semi-Annual Inspection per System
	16 – 20 Cylinders	\$	250.00	320.00	Per Semi-Annual Inspection per System
	21 – 25 Cylinders	\$	250.00	320.00	Per Semi-Annual Inspection per System

ITEM #2 - PRICING FOR SEMI-ANNUAL INSPECTION AND TESTING OF SMOKE DETECTORS					
- The price listed below includes all costs for the semi-annual inspection and testing of smoke detectors.					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Semi-Annual Inspection:	1 – 5 Detectors	\$	Included in Item #1	100.00	Per Semi-Annual Inspection per System
	6 – 10 Detectors	\$	75.00	150.00	Per Semi-Annual Inspection per System
	11 – 15 Detectors	\$	150.00	200.00	Per Semi-Annual Inspection per System
	16 – 20 Detectors	\$	225.00	250.00	Per Semi-Annual Inspection per System
	21 – 25 Detectors	\$	300.00	300.00	Per Semi-Annual Inspection per System

ITEM #3 - PRICING FOR SENSITIVITY TESTING OF SMOKE DETECTORS					
- The price listed below includes all costs for the sensitivity testing of smoke detectors.					
Contractors:			Encore Holdings, LLC	SimplexGrinnell LP	
Sensitivity Testing:	1 – 5 Detectors	\$	50.00	100.00	Per Testing
	6 – 10 Detectors	\$	100.00	150.00	Per Testing
	11 – 15 Detectors	\$	150.00	200.00	Per Testing
	16 – 20 Detectors	\$	200.00	250.00	Per Testing
	21 – 25 Detectors	\$	250.00	300.00	Per Testing

ITEM #4 - PRICING FOR ANNUAL INSPECTION AND TESTING OF SMOKE AND FIRE DAMPERS - NO AWARD					
-The price listed below includes all costs for the inspection and testing of smoke and fire dampers.					

ITEM #5 – HYDROSTATIC TEST OF CYLINDERS TO INCLUDE HOSES
 - Refer to Item #6 for the price to recycle (if applicable), refill and recharge a cylinder. The recycle (if applicable), refill and recharge cost and the hydrostatic test cost will be added together for the total cost of this test.

AGENT: FE-13 OR FM-200 OR HALON OR NOVEC 1230					
Contractors:					
		Encore Holdings, LLC	SimplexGrinnell LP		
Charge for Hydrostatic Test of Cylinder and Hoses:	1 Each	\$ 175.00	100.00	Per Cylinder	

AGENT: INERGEN OR ARGONITE					
Contractors:					
		Encore Holdings, LLC	SimplexGrinnell LP		
Charge for Hydrostatic Test of Cylinder and Hoses:	1 Each	\$ 100.00	100.00	Per Cylinder	

AGENT: CARBON DIOXIDE					
Contractors:					
		Encore Holdings, LLC	SimplexGrinnell LP		
Charge for Hydrostatic Test of Cylinder and Hoses:	1 Each	\$ 100.00	100.00	Per Cylinder	

AGENT: DRY CHEMICAL					
Contractors:					
		Encore Holdings, LLC	SimplexGrinnell LP		
Charge for Hydrostatic Test of Cylinder and Hoses:	1 Each	\$ 50.00	50.00	Per Cylinder	

AGENT: INDUSTRIAL DRY CHEMICAL					
Contractors:					
		Encore Holdings, LLC	SimplexGrinnell LP		
Charge for Hydrostatic Test of Cylinder and Hoses:	1 Each	\$ 150.00	125.00	Per Cylinder	

AGENT: FUEL ISLAND – GAS STATION					
Contractors:					
		Encore Holdings, LLC	SimplexGrinnell LP		
Charge for Hydrostatic Test of Cylinder and Hoses:	1 Each	\$ 150.00	125.00	Per Cylinder	

ITEM #6 – RECYCLE, REFILL AND RECHARGING OF CYLINDERS
- Refer to Section 4.4. of Exhibit A.

AGENT:	FE-13 OR FM-200 OR HALON OR NOVEC 1230			
	Contractors:	Encore Holdings, LLC	SimplexGrinnell LP	
Cost to Recycle, Refill and Recharge Cylinder:	\$	29.00	28.00	Per Pound

AGENT:	INERGEN OR ARGONITE			
	Contractors:	Encore Holdings, LLC	SimplexGrinnell LP	
Cost to Recycle, Refill and Recharge Cylinder:	\$	3.50	2.50	Per Pound

AGENT:	CARBON DIOXIDE			
	Contractors:	Encore Holdings, LLC	SimplexGrinnell LP	
Cost to Recycle, Refill and Recharge Cylinder:	\$	2.25	1.50	Per Pound

AGENT:	DRY CHEMICAL			
	Contractors:	Encore Holdings, LLC	SimplexGrinnell LP	
Cost to Recycle, Refill and Recharge Cylinder:	\$	1.50	2.25	Per Pound

ITEM #7 – LABOR RATE FOR REPAIRS AND OF CLEAN AGENT, HALON, CARBON DIOXIDE AND DRY CHEMICAL FIRE SUPPRESSION SYSTEMS AND FOR INSPECTION AND TESTING OF HVAC/DAMPER FAN INTERLOCKS:

	Contractors:	Encore Holdings, LLC	SimplexGrinnell LP	
Normal Work Day: Monday – Friday - 7:00 AM – 5:00 PM	\$	85.00	89.67	Per Hour (1 hour minimum)
After Hours, Saturday, Sunday and Holidays:	\$	127.50	156.92	Per Hour (2 hour minimum)

ITEM #8 – EQUIPMENT AND PARTS:			
- Price is based on a percentage up-charge from the supplier’s cost. Up-charge shall be a single whole percentage not to exceed 15% (fifteen percent) and shall be applied to supplier’s total cost excluding sales tax. No sales tax will be reimbursed.			
EQUIPMENT AND PARTS FOR:		MARK UP OVER SUPPLIER’S INVOICE:	
		Contractors:	
		Encore Holdings, LLC	SimplexGrinnell LP
a.	CLEAN AGENT, HALON, CARBON DIOXIDE AND DRY CHEMICAL FIRE SUPPRESSION SYSTEMS: (Include hoses, cylinders and related parts.):	15%	15%
b.	FIRE ALARM SYSTEMS: (For fire alarm systems connected to the clean agent, halon, carbon dioxide and dry chemical fire suppression systems only.):	15%	15%
c.	SMOKE AND FIRE DAMPERS: (For smoke and fire dampers that are part of the clean agent, halon, carbon dioxide and dry chemical fire suppression systems only.):	15%	15%
d.	MISCELLANEOUS PARTS/ITEMS:	15%	15%



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.