

Celeste Cashman
Contract Specialist
(860)713-5067
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 06PSX0425
Contract Award Date: 21 December 2006
Bid Due Date: 29 November 2006
SUPPLEMENT DATE: 27 August 2008

CONTRACT AWARD SUPPLEMENT #3
IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Bottled Water and Cooler Rental

FOR: Department of Administrative Services for All Using State Agencies		TERM OF CONTRACT / DELIVERY DATE REQUIRED: Date of Award through December 31, 2011	
		AGENCY REQUISITION NUMBER: 0012345	
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
			Unchanged

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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

CONTRACTOR INFORMATION:

Company Name: Crystal Rock, LLC

Address: 1050 Buckingham Street, Watertown, CT 06795

Tel. No.: 800-525-0070

Fax No.: 860-945-3194

Contract Value: Unchanged

Contact Person: Peter J. Guildner

Delivery: As Required

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

Terms: Net 45 Days

Agrees to Supply Political Sub Divisions: N/A

Remittance Address: Crystal Rock, LLC, P O Box 10028, Waterbury, CT 06725-0028

Company E-mail Address and/or Company Web Site: pguildner@crystalrock.com www.crystalrock.com

Supplement #3 deletes the following location for the Department of Motor Vehicle's potable water effective 9/19/08: Winsted DMV Branch, 151 Torrington Road, Winsted, CT 06098

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

CELESTE S. CASHMAN

Contract Specialist

(Original)

Signature on Document in Procurement Files)

06PSX0425

Bottled Water and Cooler Rental

1

Celeste Cashman
Contract Specialist
(860)713-5067
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

CONTRACT AWARD NO.:

06PSX0425

Contract Award Date:

21 December 2006

Bid Due Date:

29 November 2006

SUPPLEMENT DATE:

11 January 2007

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: Bottled Water and Cooler Rental

FOR: Department of Administrative Services for
All Using State Agencies

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of Award through December 31, 2011

AGENCY REQUISITION NUMBER: 000DMV

**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**

+ \$20,000.00 Est.

NOTICE TO CONTRACTORS: This notice of award 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.

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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:

• Company Name: Crystal Rock, LLC

Address: 1050 Buckingham Street, Watertown, CT 06795

Tel. No.: 800-525-0070

Fax No.: 860-945-3194

Contract Value: + \$20,000.00 Est.

Contact Person: Peter J. Guildner

Delivery: As Required

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

Terms: Net 45 Days

Agrees to Supply Political Sub Divisions: N/A

Remittance Address: Crystal Rock, LLC., P O Box 10028, Waterbury, CT 06725-0028

Company E-mail Address and/or Company Web Site: pguildner@crystalrock.com www.crystalrock.com

This supplement add the following locations for the Department of Motor Vehicle's that do not have potable water. Please see other side for information.

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

Celeste Cashman

Contract Specialist

Date Issued: 11 January 2007

(Original Signature on Document in Procurement Files)

AWARD SCHEDULE
SP-16 Rev. 10/06
Prev NEW. 11/97

Celeste Cashman
Contract Specialist

(860)713-5067
Telephone Number

STATE OF CONNECTICUT
PROCUREMENT SERVICES
EXHIBIT B
AWARD SCHEDULE 06PSX0425
DMV SUPPLEMENT #2

Page 1 OF 1				
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY EST MONTHLY CARBOY USAGE	COOLER RENTAL PER COOLER PER MONTH	CARBOY COST EACH
DEPARTMENT OF MOTOR VEHICLE'S REQUIREMENTS SUPPLY BOTTLED WATER AND COOLER RENTAL TO THE FOLLOWING LOCATIONS				
1	Winsted DMV Branch 151 Torrington Road, Winsted, CT 06098 Business Hours: Tuesday, Thursday, Friday , 8:00 am - 4:00 p.m. Contact: Carol Hoebel (860) 738-6251	Each	<u>\$2.99</u>	<u>\$2.99</u>
2.	Union DMV Weigh Station 1-84 Westbound between Exits 74 and 73, Union, CT 06076 Business Hours: Monday - Friday 7:00 am - 12:00 Noon Contact: Irene Merrick (860) 263-5462	Each	<u>\$2.99</u>	<u>\$2.99</u>

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

CONTRACT AWARD NO.:

06PSX0425

Contract Award Date:

21 December 2006

Bid Due Date:

29 November 2006

SUPPLEMENT DATE:

2 January 2007

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Bottled Water and Cooler Rental

FOR: Department of Administrative Services for All Using State Agencies		TERM OF CONTRACT / DELIVERY DATE REQUIRED: Date of Award through December 31, 2011	
		AGENCY REQUISITION NUMBER: 0012345	
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
No Change			No Change

NOTICE TO CONTRACTORS: This notice of award 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.

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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.

CONTRACTOR INFORMATION:

Company Name: Crystal Rock LLC

Address: 1050 Buckingham Street, Watertown, CT 06795

Tel. No.: 800-525-0070

Fax No.: 860-945-3194

Contract Value: No Change

Contact Person: Peter J. Guildner

Delivery: Every 17 Business Days

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

Terms: Net 45 Days

Agrees to Supply Political SubDivisions: N/A

Crystal Rock, LLC, P O Box 10028, Waterbury, CT 06725-0028

Company E-mail Address and/or Company Web Site: pguildner@crystalrock.com www.crystalrock.com

Language clarified under Department of Transportation Price Schedule for County deliveries: "Contractors agrees to provide water in the following sizes of disposable containers with spigots, to be delivered every two (2) weeks to private residences in all counties., or as needed to other Department of Transportation (DOT) Facilities, Cooler Rental / Carboy pricing will be the same prices as listed for items 1 through 12. (To be used ONLY for locations that may have temporary potability issues or a lack of drinking water.)

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

Celeste Cashman

Contract Specialist

Date Issued: 2 January 2007

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Celeste Cashman
Contract Specialist

622-2905
Telephone Number

CONTRACT AWARD NO.:

06PSX0425

Contract Award Date:

21 December 2006

Bid Due Date:

29 November 2006

CONTRACT AWARD

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

DESCRIPTION: Bottled Water and Cooler Rental

FOR: Department of Administrative Services for
All Using State Agencies

TERM OF CONTRACT:

Date of Award through December 31, 2011

AGENCY REQUISITION NUMBER: 0012345

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$200,000.00 Est.			\$200,000.00 Est.

NOTICE TO CONTRACTORS: This notice of award 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.

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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.

CONTRACTOR INFORMATION:

Company Name: Crystal Rock LLC

Address: 1050 Buckingham Street, Watertown, CT 06795

Tel. No.: 800-525-0070

Fax No.: 860-945-3194

Contract Value: \$200,000.00 Est.

Contact Person: Peter J. Guildner

Delivery: Every 17 Business Days

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

Terms: Net 45 Days

Agrees to Supply Political Sub Divisions N/A

Remittance Address: Crystal rock LLC, P O Box 10028, Waterbury, CT 06725-0028

Company E-mail Address and/or Company Web Site pguildner@crystalrock.com www.crytstalrock.com

APPROVED

Celeste S. Cashman

Contract Specialist

Date Issued: 21 December 2006

(Original Signature on Document in Procurement Files)

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 10/06
(Prev. Rev. 08/06)
Celeste Cashman
Contract Specialist

(860)713-5067
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.:
06PSX0425

Standard Bid Terms and Conditions - Page 1 of 2

The following Terms and Conditions govern the Invitation To Bid issued by the Department of Administrative Services (the "Agency"). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.

Bidders shall comply with the statutes and regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.

Submission of Bids

1. Bids must be submitted on forms supplied by the Agency and must be submitted no later than the date and time specified in the Invitation To Bid. Telephone or facsimile bids will not be accepted in response to an Invitation To Bid.
2. Bids received after the time and date of bid opening specified in each Invitation To Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the Agency after the time specified for opening of bids shall not be considered. An original and one copy of the bid schedule shall be returned to the Agency. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and copy of the bid schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids shall be rejected. A conditional bid is one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation To Bid.
5. Alternate bids will not be considered unless the Invitation To Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation To Bid.
6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date specified in the Invitation To Bid and, upon award, are subject to public inspection.

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying invitation to bid, Form SP-26, and Contract #06PSX0420. Further, if the bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, this Form SP-19 and Contract #06PSX0420 as if the bidder had actually executed Form SP-19 and Contract #06PSX0420 itself.

Guaranty or Surety

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

11. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which the Agency shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

13. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

14. The Agency may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 10/06
(Prev. Rev. 08/06)
Celeste Cashman
Contract Specialist

(860)713-5067
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.:
06PSX0425

Standard Bid Terms and Conditions - Page 2 of 2

15. The Agency may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have ten days after notice of award of the contract to reject the award; after ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, the Agency will award the contract to the next lowest responsible qualified bidder.

Other Requirements

17. Conn. Gen. Stat. § 4a-81 (the "Act") requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not

award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **2 October 2006**.

CONTRACT

06PSX0425

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

FOR THE PURCHASE AND SALE OF
BOTTLED WATER AND COOLER RENTAL

Contract Award Date

This Contract (the "Contract") is made as of the contract award 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,") with a principal place of business as indicated on the bid 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 165 Capitol Ave, Hartford, Connecticut 06106, acting by Celeste Cashman, 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) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: All Using State Agencies, Department of Transportation, and Department of Mental Health and Addiction Services.
 - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
 - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
 - (f) 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.
 - (g) 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.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.
 - (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.
 - (l) Bid: A Bidder's submittal in response to a Invitation to Bid.

- (m) Bidder Parties: A Bidder'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 Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
- (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) 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.
- (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
- (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than 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. This Contract (the "Contract") is made as of the contract award date shown on the contract award form, number SP-38, through 31 December 2011. The state reserves the right to extend the contract for a period up to the original full contract term or portions thereof.-
- 3. Description of Goods or Services. 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. Payment terms under this Contract are set forth in Exhibit B. 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.
- 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 Agency 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 Agency or 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 and Bidder Parties, that:

- (b) 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;
- (1) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (2) they vest authority, without any further act required on their part or the Agency's part, in the Agency and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Agency's sole discretion, as if the Rejected Goods and Contractor Property were the Agency's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (3) if the Agency or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Agency 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
 - (4) they do remise, release and forever discharge the Agency and all State of Connecticut 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 Agency and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (c) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder 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 Agency, such information as the Agency may require to evidence, in the Agency'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, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination, Cancellation and Expiration.
- (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 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, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such 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, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS 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 or Cancellation from DAS, the Contractor shall cease operations as directed by DAS 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 Bidder to Perform in the notice prior to the effective date of Termination or Cancellation, 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) In the case of any Termination or Cancellation, the Client Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, 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 or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. 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, the Contractor shall assign to the Client Agency, or any replacement contractor which DAS designates, all subcontracts, purchase orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel 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, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

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 Cancellation 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 Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel 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. Except to the extent that the Contractor is performing within a right to cure period, 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 Cancel 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 Cancel 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.
- (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 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 Agency requirements, particularly the 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 Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the 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 Bid 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 of the Contract.
- (b) 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.
- (c) 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.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and the Client Agency, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

19. Goods' Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract do not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such 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 Bid.
- (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 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 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. Setoff. In addition to all other remedies that DAS may have, 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.
23. 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.
24. 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.
25. 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 Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, 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 Bid and 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 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (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 a 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 Cancelled;
- (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 Bidder, Bidder Parties, 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 Codes of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, 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 Bidder;
- (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) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder 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;
 - (t) 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;
 - (u) if either party Terminates or Cancels 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;
 - (v) 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;
 - (w) 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;
 - (x) 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;
 - (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (z) 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;
 - (aa) 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
 - (bb) 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.
27. 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(51) (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, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, 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 motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles 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.
28. 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.
29. 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.
30. 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.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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. 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, mental retardation, 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;

(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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(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 section 46a-56.

(b) 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 project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of section A above 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 section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(5) 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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(6) 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 section 46a-56;

(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 section 46a-56.

(h) The contractor shall include the provisions of section G above 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 section 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.

33. Tangible Personal Property. 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:

(a) 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;

(b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

- (c) 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;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) 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.

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.

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 the Act.

34. Whistleblowing. This Agreement is subject to the provisions of §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 Agreement. 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.
35. 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 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
165 Capitol Ave, 5th Floor South
PO BOX 150414
Hartford, CT 06115
Attention: Celeste Cashman, Contract Specialist

36. 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:
- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the 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.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (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.
37. 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.
38. 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.
39. Parties. To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
40. 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.

41. 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.
42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Client Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Client Agency's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. 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.
43. 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 Public Safety 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. Confidential Information. The State will afford due regard to the Bidder's and 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 Bidder or 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 vendor 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 Bidder or 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 Bidder or 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.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. 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.

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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.

52. 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.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time is of the Essence. Time is of the essence of this Contract. If either party shall fail to Perform their respective obligations under the Contract at the time fixed for the Performance of such respective obligations, the other party may Cancel the Contract in accordance with its terms.
55. Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a bid

in response to a Invitation to Bid by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

- (b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

- (e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.
- (e) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

56. Health Insurance Portability and Accountability Act.

- (a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:
- (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean DAS, the Client Agency or both, as applicable.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

- (b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (c) The Contractor and the Client Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (d) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.
- (e) The Contractor, on behalf of the Client Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.
- (f) The Contractor is a "business associate" of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.
- (g) Obligations and Activities of Business Associates
 - (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
 - (6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.
 - (9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate
- (1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure.
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations Of Covered Entity
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination

- (1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) Effect of Termination, Cancellation and Expiration

Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions

- (1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES

SCOPE:

The State of Connecticut, Department of Administrative Services, (DAS) is seeking responses that establish a Bottles Water and Cooler Rental Contract on behalf of All Using State Agencies. Agencies participating in this (ITB) Invitation to Bid are the Department of Transportation and The Department of Mental Health & Addiction Services.

It is the intent of this (ITB) Invitation to Bid to establish a contract to secure a supplier to perform the services described herein associated with the delivery of bottled drinking water , and the rental of coolers to state agencies , within the boundaries of the state of Connecticut, to locations that do not have a potable water source for drinking. This contract will be limited to those locations that do not have a potable water system.

CONTRACT PERIOD:

The State intends that this contract shall be in effect from the date of Award through December 31, 2011. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof with mutual consent between both parties.

ANNUAL GIFT AFFIDAVIT:

Awarded contractors will be required to submit an annual contract affidavit to update the Gift/Campaign Affidavit that accompanies large State contracts pursuant to Sections 2, 3 & 4 of Public Act #04-245.

In the event that the contract is extended for any additional one-year increments, an annual contract affidavit will still be required for each additional year.

LICENSING:

The selected contractor must possess (at the time of application and when the contract is awarded) a current Non-Alcoholic Beverage (NAB) License issued by the Connecticut Department of Consumer Protection in accordance with C.G.S. 21a-136. the selected contractor shall meet a required state drinking water quality standards. The selected contractor shall maintain such license throughout the contract period. If the license is revoked or suspended at any time during the contract period, the selected contractor shall immediately notify the Department of Environment Protection, as well as the Department of Administrative Services. If the contract is extended for one (1) year, the selected contractor shall submit their current license information, and a supplement will be issued by DAS/Procurement Services..

WARRANTIES:

Products purchased shall be warranted against defects in workmanship or materials under normal use for one year from the date of installation, unless otherwise stated in the manufacturer's product literature. Any product, which is determined to be defective in material or workmanship and is returned, will be repaired or replaced, at the Bidder's option.

DELIVERY:

Delivery instructions will be in accordance with instructions issued on the purchase orders. All transportation and delivery charges for items delivered under this contract will be fully prepaid F.O.B. Destination.

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES-Cont'd

BID PRICES:

Prices quoted shall be net for the services required on the Bid Schedule, Exhibit B. No bottle deposits will be paid by the State. The contractor(s) shall provide bottled water in five (5) gallon containers, and in 1 1/2 and 2 gallon containers when requested and provide coolers. Payment will be made only for actual usage.

All prices will include packing and packages. No additional charges will be allowed for packing or packages. The awarded contractor will be required to clean water dispensing units when requested by customers at NO additional charge.

PRICE ADJUSTMENTS:

Prices will remain firm for the first two (2) years of the contract period. After the second year of the contract period, the awarded Contractor may file for a price increase consistent with and relative to price changes originating with the manufacturer.

Thereafter, on the annual anniversary date of the contract, the awarded contractor(s) may file for a price increase consistent with and relative to price changes originating with the manufacturer. The new pricing medium must be sent with the request for increase.

Requests for such an increase must be fully and properly documented from the manufacturer. If approved, the adjustment shall be firm until the next anniversary year of the contract.

The State reserves the right to reject any requested price increase deemed excessive and/or not properly documented.

To request a price increase, the contractor(s) must submit a formal, written request to Celeste Cashman, at the Department of Administrative Services/Procurement Services, Box 150414, Hartford, CT 06115-0414, within thirty (30) days of the effective date of the price increase. Retroactive increases shall not be allowed.

Purchase orders issued by any State entity prior to the approved effective date of the price increase, will be honored by the Contractor at the price in effect at the time of the issuance of the purchase order.

PRICE DECREASES::

Contractor shall notify the State promptly, in writing, of any price decreases. Price decreases shall become effective immediately. The contractor shall bill the State at the reduced price on all deliveries made on and/or after the date of the effective price decrease.

The State reserves the right to pursue additional discounts and/or price decreases for items demonstrating increased volumes.

BASIS OF AWARD:

The following factors, in combination, will be considered in awarding the contract, listed in order of their importance.

- Conformance to specifications
- Net price at which the State will be billed
- Overall completeness of bid proposal
- Prompt availability of materials

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES-Cont'd

The State reserves the right to award by item, group of items or total bid. The State further reserves the right to reject any or all bids, waive technicalities and to make awards in a manner deemed in the best interest of the State.

REPORTING:

The Contractor may be required to furnish the Procurement Manager of the Department of Administrative Services with a summary of the total purchases made under this contract

CONTRACT AWARD:

Once the contract is awarded, a copy of the contract award can be viewed on the DAS/Procurement website - www.das.state.ct.us/busopp.asp

Instructions on locating the contract award on the DAS website:

- Scroll down to the heading **CONTRACTS**
- The box that states "By Keyword"; click the arrow to the right of the box for the drop down menu.
- Click on "By Contract Number"
- Click in the empty box to the right and type in the contract award number **06PSX0418** and click "Go".
- Click on the "Contract Number"
- Now click on "PDF: **Review the Contract Documents**" to download and/or print the contract.

If the contract does not show up, it probably means that the contract has either not been awarded or hasn't yet been posted to the website; please keep trying until it does.

E-COMMERCE - CORE CT SUPPLIER KIT:

The State of Connecticut has begun utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, companies receiving awards from this quote/bid may receive purchase orders from the State of Connecticut through this system.

Companies may be required to provide the State of Connecticut with functional data files including detailed product and pricing information. These files will then be loaded into a catalog on this system for ordering and inventory purposes. Companies that do not and/or cannot comply with these requirements when required, and/or fail to provide functional data files within a reasonable amount of time (as specified by the State) may be terminated from a contract award. For further detailed information on E-Commerce/Data File Requirements and Core-CT, please go to: http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp or contact the Contract Specialist referenced on this bid package.

P-CARD (PURCHASING CREDIT CARD):

The State of Connecticut may use a MasterCard purchasing card for order placement in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this bid may be paid by using the purchasing card. The supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases.

Questions regarding the State of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860 713-5072 or kerry.dimatteo@ct.gov

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES-Cont'd

EXCEPTION:

This contract will not include items that are established under other general terms and special items which are not offered under this proposed contract and for which there are no satisfactory substitutes.

QUANTITIES AND/OR USAGES:

Quantities and volume are unknown at this time. (ITB) Invitation to Bid Schedule only documents those agencies reflecting their needs at this current time. This in no way represents a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entities.

CONTRACT SEPARATELY / ADDITIONAL SAVINGS OPPORTUNITIES:

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

OPEN ENROLLMENT:

This is an open enrollment contract. After the initial deadline date, November 22, 2006, of this ITB (Invitation to Bid), additional bidders may submit a response to the ITB only as requested by DAS/Procurement Services.

However, all bidders are encouraged to meet the November 22, 2006 deadline, since bidders will NOT be permitted to submit random bids at their own discretion at any time to DAS/Procurement Services.

DAS/Procurement Services will only add qualified contractors, after a thorough bid review, to the contract once in place, to cover any unmet need(s), which may include:

- To cover geographic locations with inadequate sources of supply
- Additions and/or Deletions of agencies / locations within agencies

NON-PERFORMANCE CLAUSE:

Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the contractor shall be informed, by the using agency, of said deficiency and shall be given an opportunity to correct the offending condition. The time allowed to correct the condition shall be specified and will be reasonable depending on the nature of the non-performance.

If the complaint was resolved by the agency, the agency should fill out a Vendor Performance Report "For Information Only" purposes and forward to DAS/Procurement Services. The vendor performance report will be filed at DAS/Procurement Services and may be used in the future when evaluating the contractor's past performance with the state.

If the complaint cannot be resolved between the using agency and the contractor, the user agency will fill out a Vendor Performance Report and forward to DAS/Procurement. A copy of the Vendor Performance Report shall be forwarded to the contractor and the contractor shall respond back to DAS/Procurement Services by a designated date on how they will correct the problem. The contractor will be afforded ten (10) business days from the date of receipt of a negative report to correct the problem. DAS/Procurement Services may terminate services where the contractor performance remains unsatisfactory after receiving two (2) negative written reports and if need be, employ another contractor to fulfill the requirements of the contract.

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES-Cont'd

Also, at any time, the state may decide to meet with the contractor to try and come up to an agreement with or without terminating the contractor. Depending on the nature and severity of the complaint, the contractor may be terminated after the first vendor performance report. The contractor being terminated may be liable to the State of Connecticut for all costs incurred as a result of termination, including additional costs to employ a new contractor for the length of the contract.

Instructions to the agency on where to find the Vendor Performance Report:

Go to the DAS/Procurement Services website - www.das.state.ct.us/busopp.asp

Scroll down to "Customer Feedback"

Click "Vendor Performance"

Complete the form. Please make sure to click the appropriate box for Action Requested.

When completed, submit the form.

In the event that the contract award has been terminated, the awarded contractor will complete all work currently underway, and the agency will make payments for all services received and completed.

QUESTIONS:

Any questions pertaining to these bid documents must be submitted in writing and emailed or faxed to Celeste Cashman, Contract Specialist, Department of Administrative Services/Procurement Services. Questions will be answered and posted via an addendum on the State of Connecticut, Department of Administrative Services website, www.das.state.ct.us/busopp.asp .. Bidders must download, print and sign the addendum and submit this addendum and any other addendums issued for this bid with your bid package. Failure to do so may result in rejection of your bid. Email address: celeste.cashman@ct.gov. Fax number: 860 713-7484. Verbal responses shall be considered non binding.

SECURITY:

Contractor must adhere to established security and/or property entrance policies and procedures established for each requesting State Entity. It is the responsibility of each contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

BID OPENINGS:

This bid is scheduled to open on November 21, 2006 in Room 161. Bidders are encouraged to attend the public bid opening of this bid. A photo i.d. will be required to gain access to the building. If a bidder is unable to attend the bid opening and wishes to have the results of the bid, bidders may schedule an appointment with the Contract Specialist to review the bid documents ONLY after an award is made. Due to the numerous bids issued, it isn't always possible to read bid results over the telephone.

Bidder Submittal of Environmentally Preferable Products (EPP) - Voluntary

Bidders are encouraged to submit pricing on products that are considered environmentally preferable. The Department of Administrative Services (DAS) has established procedures that promote the procurement and use of environmentally preferable products and services by state agencies. The term "environmentally preferable" means, with regard to products, services or practices, that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function.

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES-Cont'd

Environmentally preferable attributes include:

Fuel efficient;

Energy efficient;

Made of recycled content;

Made of post-consumer content;

Made of biodegradable materials;

Remanufactured and rebuilt;

Recyclable; and/or

Less- or non-toxic.

DAS reserves the right to deny designation of any product as Environmentally Preferable based on factors including but not limited to the availability of recycling programs, and documentation of attributes.

Bidders seeking consideration for EPP products and services must provide a written description of the product that shall include at a minimum, the amount of the product that is recycled material, whether that material is post consumer, or a description of the environmental preferable qualities. All catalog products with EPP attributes must be designated by the use of a recycled logo or some other such form of identification, and include information on the environmental attribute(s) whenever available.

The awarded bidder must supply DAS with information on purchases of environmentally preferable products and services made by state agencies and political subdivisions, and work with DAS to establish an agreeable format for tracking of purchases.

Environmentally Preferable Bid Submittal Encouraged

The State of Connecticut is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products and services. To promote these values, all Vendors are encouraged to submit proposals following these guidelines:

All copies should be printed double sided except the Proposal Schedule, SP-16 or SP-16L or RFP-16 or RFP-16L; Vendor Affidavit SP-8; OSHA Certificate of Compliance SP-12 and any other forms that is to be notarized.

All proposals/bids and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper. All proposals/bids should note the level or type of paper used to satisfy this request.

Unless necessary, all proposals/bids should minimize or eliminate the use of non-recyclable or non re-usable materials. Three-ring binders are acceptable if the size of the proposal/bid warrants such use. **Vendors are encouraged to use paper dividers or similar method to effectively organize the proposal/bid for review.**

Proposals/bids should be submitted in a format that allows for the easy removal and recycling of recyclable materials. In addition to the use of recycled content paper, Vendors are encouraged to use other products that contain recycled content in their bids.

Environmentally Preferable Product Catalog Labeling and Reporting Requirements

Bidders seeking consideration for EPP products and services must provide a written description of the product that shall include at a minimum, the amount of the product that is recycled material, whether that material is post consumer, or other applicable description of the environmental preferable qualities. All catalog products with EPP attributes must be designated by the use of a recycled logo or some other such form of identification, and include information on the environmental attribute(s) whenever available.

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES-Cont'd

The awarded Bidder must supply DAS with information on purchases of environmentally preferable products and services made by state agencies and political subdivisions. The Bidder agrees to work with DAS to establish an agreeable format for the tracking of environmentally preferable purchases.

CORPORATE AUTHORIZATION/RESOLUTION:

All contracts must include appropriate corporate documentation, which (1) authorizes the company to enter into contracts; (2) authorizes a particular officer to execute contracts on behalf of the company; and (3) evidences that the officer signing in fact holds his/her office. Appropriate corporate documentation usually involves a certificate from the corporate Secretary setting forth a copy of a board resolution. If not:

1. In lieu of the certified resolution, include a certified copy of (A) the applicable section of the bylaws which authorize execution of the contract and the signing person OR (B) a resolution adopted earlier by the board and (C) a certification that the person signing the contract in fact holds that office.
2. In lieu of a certified resolution or bylaws, include a certified copy of the corporate minutes of the board of directors, which must specifically authorize the person signing the contract to execute the contract.
3. LLC's, which do not have boards of directors, must submit a copy of that portion of their management or operations agreement that identifies which member or manager has the authority to bind the LLC in contracts.
4. Partnerships, which also do not have boards or directors, must include some evidence of a partner's authority to bind the partnership in contracts. This can include a copy of or a part of the partnership agreement, again taking into account any limitations, or consent from the appropriate partners.
5. If companies don't hold board meetings for every contract they sign, see #1 above.
6. If your company doesn't have bylaws or resolutions, a formal "legal opinion" from the attorney attesting to the authority of this company to enter into the transaction and the officer's ability to bind the company.

COMPLIANCE WITH CT. GEN. STATUTES SECTIONS 33-922, 33-636 AND 33-953:

Prior to the award of any contract, corporations which are incorporated in States other than Connecticut (foreign corporations) must have on file with the Connecticut Secretary of State's Office, an approved Certificate of Authority and corporations incorporated in Connecticut (domestic corporations) must have on file an approved Certificate of Incorporation. All required annual reports for both types of corporations, including the organizational report for domestic corporations must also be on file with the Connecticut Secretary of State's Office. See Conn. General Statutes Sections 33-922, 33-636 and 33-953. Any questions regarding these filing requirements may be directed to the Connecticut Secretary of State's Office at (860) 509-6002. You may also review information on the Secretary of State's Office website at <http://www.sots.ct.gov>.

EXHIBIT B**PAYMENT TERMS AND BILLING****PRICE ADJUSTMENTS:**

Prices will remain firm for the first two (2) years of the contract period. After the second year of the contract period, the awarded Contractor may file for a price increase consistent with and relative to price changes originating with the manufacturer.

Thereafter, on the annual anniversary date of the contract, the awarded contractor(s) may file for a price increase consistent with and relative to price changes originating with the manufacturer. The new pricing medium must be sent with the request for increase.

Requests for such an increase must be fully and properly documented from the manufacturer. If approved, the adjustment shall be firm until the next anniversary year of the contract. The State reserves the right to reject any requested price increase deemed excessive and/or not properly documented.

To request a price increase, the contractor(s) must submit a formal, written request to Celeste Cashman, at the Department of Administrative Services/Procurement Services, Box 150414, Hartford, CT 06115-0414, within thirty (30) days of the effective date of the price increase. Retroactive increases shall not be allowed.

Purchase orders issued by any State entity prior to the approved effective date of the price increase, will be honored by the Contractor at the price in effect at the time of the issuance of the purchase order.

CONNDOT INVOICING ONLY:

The vendor shall invoice the State promptly after the delivery of goods. Questions regarding payment status may be directed to Accounts Payable - (860) 594-2315.

All ConnDOT billing MUST BE FORWARDED DIRECTLY TO ACCOUNTS PAYABLE AT:
State of Connecticut, Department of Transportation, P O Box 317546, Newington, CT 06131-7546, Attn:
Accounts payable - SWIA.

INVOICES FORWARDED TO ANY ADDRESS OTHER THAN NOTED ABOVE MAY NOT BE PROCESSED FOR PAYMENT.

Page 1 OF 1					
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY EST MONTHLY CARBOY USAGE	COOLER RENTAL PER COOLER PER MONTH	CARBOY COST EACH	
DEPARTMENT OF TRANSPORTATION'S REQUIREMENTS SUPPLY BOTTLED WATER AND COOLER RENYAL TO THE FOLLOWING LOCATIONS					
1	Canterbury Maintenance Garage RT 14, Canterbury, CT Bldg. #81-630	5 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
2.	Chester Ferry Office Ferry Road, Chester, CT Bldg #85-797	2 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
3.	Washington Street Bridge Bridge No.# 00327, Devon/Milford	5 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
4.	East Haddam Bridge RT 82, Bridge No. # 01138	5 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
5.	East Lyme Prop & Facilities Services Region #2, RT 161 Bldg #81-172	2 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
6.	Tomlinson Bridge # 00337 RT 1, New Haven	5 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
7.	New Haven District 3 Headquarters 140 Pond Lily Avenue, Bldg. #81-146 NOTE: DUE TO LIMITED STORAGE SPACE, DELIVERIES MAY BE REQUIRED TWICE WEEKLY	80 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
8.	Rocky Hill Ferry Office RT 160, Rocky Hill, CT Bldg. # 85-796	3 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
9.	Winchester Repair & Maintenance Garage Bldg. # 81-613	10 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
10.	Mystic River Bridge RT 1,Mystic, Ct Bridge # 362	4 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
11.	Straffolino Bridge No. 02295 South Norwalk, CT	4 each	\$ <u>2.99</u>	\$ <u>2.99</u>	
12.	Stratford Avenue Bridge No. 02475 Bridgeport, CT	1 each	\$ <u>2.99</u>	\$ <u>2.99</u>	

PRICE SCHEDULE

SP-16 Rev. 10/06

Prev NEW. 11/97

Celeste Cashman

Contract Specialist

(860)713-5067

Telephone Number

STATE OF CONNECTICUT**PROCUREMENT SERVICES****EXHIBIT B****AWARD SCHEDULE 06PSX0425**Page **1** OF **1**

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY EST MONTHLY CARBOY USAGE	COOLER RENTAL PER COOLER PER MONTH	CARBOY COST EACH
<p align="center">DEPARTMENT OF TRANSPORTATION'S REQUIREMENTS</p> <p align="center">SUPPLY BOTTLED WATER AND COOLER RENTAL TO THE FOLLOWING LOCATIONS</p> <p>Contractor agrees to provide water in the following sizes of Disposable Containers with Spigots , to be delivered every two (2) weeks to private residences in all counties. Please list a price per case of One (1) Gallon Containers to be delivered in lieu of the larger containers for elderly or handicapped individuals.</p>				
	Can you deliver to:			
	Hartford County	<u>Yes X</u>	No _____	
	Middlesex County	<u>Yes X</u>	No _____	
	New Haven County	<u>Yes X</u>	No _____	
	New London County	<u>Yes X</u>	No _____	
	Fairfield County	<u>Yes X</u>	No _____	
	Litchfield County	<u>Yes X</u>	No _____	
	Windham County	<u>Yes X</u>	No _____	
A.	Price per case of One (1) Gallon Containers	Each Case	<u>\$.85</u>	
			PER GALLON	
B.	Price per case of One & One-Half (1 ½) Gallon Containers	Each Case	N/A	
C.	Price per case of Two & One-Half (2 ½) Gallon Containers	Each Case	<u>\$2.12 PER 2 ½</u>	
			<u>GALLON</u>	
D.	Price per case of Five (5) Gallon Containers	Each Case	<u>\$2.99 PER FIVE</u>	
			<u>GALLON BOTTLE</u>	
			<u>(6) 1 GALLON</u>	
			<u>CONTAINERS @</u>	
			<u>\$5.10</u>	

STATE OF CONNECTICUT

BID NO
06PSX0425

Celeste Cashman
Contract Specialist

PROCUREMENT SERVICES

(860)713-5067
Telephone Number

PRICE SCHEDULE
for 06PSX0425

DELIVERY:

TERMS:

CASH DISCOUNT:

%

Days

Bidder Name:

Page 1 OF 3

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES			
	Department of Mental Health and Addiction Services SUPPLY BOTTLED WATER AND COOLER RENTAL TO THE FOLLOWING LOCATIONS:			NOTE: Please bid unit price for cooler rental and/or bottled water - <u>DO NOT EXTEND PRICING</u>
1.	Forensic Client Area 363 Russell Road Newington, CT 06111 4 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Hot and Cold Water Dispenser <u>\$2.99 /</u> Bottle Water - 5 Gallon with Handle
2.	Connecticut Valley Hospital Safety & Security Unit/Dutton Home Silver Street Middletown, CT 06457 6 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
3.	Connecticut Valley Hospital Education & Training Unit/Haviland Hall Silver Street Middletown, CT 06457 4 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
4.	Southeastern Mental Health Authority Brief Care Unit, Bldg. 301 401 W. Thames Street Norwich, CT 06360 27 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Hot and Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
5.	CT. Mental Health Center S.A.T.U. One Longwharf Drive New Haven, CT 06519 9 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
6.	CT. Mental Health Center Hispanic Clinic One Longwharf Drive New Haven, CT 06519 8 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES			
7.	CT. Mental Health Center A.S.A.P. One Longwharf Drive New Haven, CT 06519 9 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99/Bottle</u> Water - 5 Gallon with Handle
8.	CT. Mental Health Center A.C.T. Program 235 Nicoll Street New Haven, CT 06519 9 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
9.	CT. Mental Health Center West Haven Clinic 270 Center Street West Haven, CT 06519 8 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
10.	Capitol Region Mental Health Center Waiting Room/Main Entrance 51 Coventry Street Hartford, CT 06112 15 Months	2 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
11.	Capitol Region Mental Health Center Administration Unit (owns Dispenser) 500 Vine Street Hartford, CT 06112 15 Months	N/A Month	Ea. Ea.	Hot and Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
12.	Capitol Region Mental Health Center Unit for the Mobile Crisis Team 500 Vine Street Hartford, CT 06112 15 Months	1 Month	Ea. Ea.	<u>\$2.99/Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
13.	Capitol Region Mental Health Center Acute Care Unit 500 Vine Street Hartford, CT 06112 40 Months	2 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES			
14.	Blue Hills Hospital Admissions Unit 500 Vine street Hartford, CT 06112 6 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
15.	Southwestern CT. Mental Health Kitchen/Lounge Area 1635 Central Avenue Bridgeport, CT 06604 93 Months	2 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
16.	Southwestern CT. Mental Health Young Adult Services Unit - 1 st Floor 1635 Central Avenue Bridgeport, CT 06604 37 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
17.	Southwestern CT. Mental Health Personnel Office - 2 nd Floor 97 Middle Street Bridgeport, CT 06604 42 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
18.	Southwestern CT. Mental Health Lobby Area 780 Summer Street Stamford, CT 06901 19 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle
19.	Southwestern CT. Mental Health Client Area 753 Fairfield Avenue Stamford, CT 06901 19 Months	1 Month	Ea. Ea.	<u>\$2.99 /Month</u> Cold Water Dispenser <u>\$2.99 /Bottle</u> Water - 5 Gallon with Handle