CONTRACT SUPPLEMENT
RFP-37 Rev. 4/28/14
Prev. Rev. 3/12/14

Susanne Hawkins
Contract Specialist

860-713-5064
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:
12PSX0085
Contract Award Date:
6 June 2013
Proposal Due Date:
17 December 2012
SUPPLEMENT DATE:
8 October 2015

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: **Hard Copy Records and Magnetic Media Storage and On-Site Destruction Services**

FOR:	**TERM OF CONTRACT:**
Connecticut State Library, All Using State Agencies, and Political Subdivisions	**6 June 2013 through 31 May 2018**
	AGENCY REQUISITION NUMBER: 0000000759

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 is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.
NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

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

Company Name: ***William B. Meyer, Inc.***
Company Address: ***255 Long Beach Boulevard, Stratford, CT 06615***
Tel. No.: ***(860) 298-9024*** *Fax No.:* ***(800)358-3709*** *Contract Value:* ***$4,000,000.00 Est.***
Contact Person: ***Michael Cavallo / Cell: (203) 668-5339*** *Delivery:* ***As Required***
Contact Person Address: ***175 Great Pond Drive, Windsor, CT 06095***
Company E-mail Address and/or Company Web Site: ***mcavallo@williambmeyer.com or www.williambmeyer.com***
Remittance Address: 255 Long Beach Boulevard, Stratford, CT 06615
Certification Type (SBE,MBE or None): ***Non*** *Agrees to Supply Political SubDivisions:* ***Yes***
Prompt Payment Terms: ***0% 00 Net 45***

PLEASE NOTE:

- Supplement issued to add magnetic media pick-up and delivery fee for the Groton, CT location.
- The State of Connecticut Data Center located at 230-445 Eastern Point Road, Groton, CT 06340 will be charged a round trip delivery service fee of $105.00 for bi-weekly pick-up and delivery service on Tuesday and Thursday.
- Exhibit B Price Schedule for Magnetic Media has been updated to reflect additional delivery charge to Groton, CT.

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

APPROVED_____

SUSANNE HAWKINS
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 1/3/14
Prev. Rev. 10/17/13

Susanne Hawkins
Contract Specialist

860-713-5064
Telephone Number

STATE OF CONNECTICUT

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

CONTRACT AWARD NO.: 12PSX0085
Contract Effective Date: 3 June 2013
Proposal Due Date: 17 December 2012
SUPPLEMENT DATE: 24 February 2014

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: **Hard Copy Records and Magnetic Media Storage and On-Site Destruction Services**

FOR: All Using State Agencies, Political Sub-Divisions and Not-For-Profit Organizations		TERM OF CONTRACT / DELIVERY DATE REQUIRED: June 6, 2013 through May 31, 2018 AGENCY REQUISITION NUMBER: 0000000759	
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

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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.
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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.

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

Company Name: ***William B. Meyer, Inc.***
Company Address: ***255 Long Beach Boulevard, Stratford, CT 06615***
Tel. No.: ***(860) 298-9024*** *Fax No.:* ***(800) 358-3709*** *Contract Value:* ***$4,000,000.00 Est.***
Contact Person: ***Michael Cavallo / Cell: (203) 668-5339*** *Delivery:*
Contact Person Address: ***175 Great Pond Drive, Windsor, CT 06095***
Company E-mail Address and/or Company Web Site: ***mcavallo@williambmeyer.com*** ***or*** ***www.williambmeyer.com***
Remittance Address: 255 Long Beach Boulevard, Stratford, CT 06615
Certification Type (SBE,MBE or None): ***None*** *Agrees to Supply Political SubDivisions:* ***Yes***
Prompt Payment Terms: ***0% 00 Net 45***

- This supplement has been issued for DAS and the Contractor to amend the Agreement and to attach Exhibit E for certain provisions to which the Contractor shall adhere to Internal Revenue Service Publication 1075 ("IRS Publication 1075").

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

APPROVED Carol Wilson

Carol Wilson
Procurement Director
(Original Signature on Document in Procurement Files)

FIRST AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
William B. Meyer, Incorporated
FOR
Hard Copy Records And Magnetic Media Storage And Destruction Services

This First Amendment Agreement (the "Amendment") is between, William B. Meyer, Incorporated ("Contractor"), with a principal place of business at 255 Long Beach Boulevard, Stratford, CT 06615, acting by Edward T. Kennedy, IV, its Vice President of Sales and the State of Connecticut ("State"), acting by its Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Avenue, Hartford, CT 06109, acting by Carol Wilson, its Procurement Director, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, DAS and the Contractor entered into an agreement effective June 6, 2013 for hard copy records and magnetic media storage and destruction services (the "Agreement"); and

WHEREAS DAS and the Contractor desire to amend the Agreement to attach as an exhibit certain provisions to which the Contractor must agree and which the Contractor must include in all of its subcontracts, all pursuant to Internal Revenue Service Publication 1075 ("IRS Publication 1075").

The State and the Contractor agree as follows:

1. The word "[RESERVED]," being the only word in Section 59 of the Agreement and which serves only as a placeholder for an otherwise blank section in the Agreement, is deleted and the following is substituted in its place:

"The Contractor shall comply with the attached Exhibit E and the Contractor shall include Exhibit E in all of the subcontracts that it enters into in order to Perform, such that the subcontractors will be bound by Exhibit E."

2. All other terms and conditions not otherwise affected by this Amendment remain in full force and effect.

The parties are executing this Amendment on the date below their respective signatures.

WILLIAM B. MEYER, INCORPORATED

By: _____

Edward T. Kennedy, IV
(Print or Type Name)

Title: Vice President of Sales

Date: 2-19-14

STATE OF CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

Carol Wilson
(Print or Type Name)

Title: Procurement Director

Date: 2/24/14

Contract # 12PSX0085

EXHIBIT E
TO
AGREEMENT BETWEEN
THE STATE OF CONNECTICUT
AND
William B. Meyer, Incorporated
FOR
Hard Copy Records And Magnetic Media Storage And Destruction Services

1. Definitions. In addition to the definitions in the Contract, the following definitions apply in this Exhibit E:

   (a) Federal Tax Information ("FTI"): any Federal Tax Return or Federal Return Information received from the IRS or secondary source, such as the Social Security Administration, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from a Federal Tax Return or Federal Return Information. FTI does not include information provided directly by the taxpayer or third parties that do not include the secondary sources identified above.

   (b) Federal Tax Return: shall mean any tax or information return, estimated tax declaration, or refund claim (including amendments, supplements, supporting schedules, attachments, or lists) required by or permitted under the Internal Revenue Code, Title 26 of the United States Code, and filed with the IRS by, on behalf of, or with respect to any person or entity.

   (c) Federal Return Information: any information collected or generated by the IRS with regard to any person's liability or possible liability under the Internal Revenue Code, Title 26 of the United States Code. Federal Return Information includes, but is not limited to:

      (1) Information, including the Federal Tax Return, that IRS obtained from any source or developed through any means that relates to the potential liability of any person under the Internal Revenue Code, Title 26 of the United States Code, for any tax, penalty, interest, fine, forfeiture, or other imposition or offense;
      (2) Information extracted from a Federal Tax Return, including names of dependents or the location of business;
      (3) The taxpayer's name, address, and identification number;
      (4) Information collected by the IRS about any person's tax affairs, even if identifiers, such as name, address, and identification number are deleted;
      (5) Status of whether a Federal Tax Return was filed, under examination, or subject to other investigation or processing, including collection activities; and
      (6) Information contained on transcripts of accounts.

2. Contract Language for General Services.

(a) Performance

(1) All work will be Performed under the supervision of the Contractor or the Contractor's responsible employees.

(2) Any Federal Tax Returns or Federal Return Information made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the Performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

(3) All Federal Tax Returns and Federal Return Information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving Federal Tax Returns and Federal Return Information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(5) The Contractor will maintain a list of employees authorized access. Such list will be provided to the Client Agency and, upon request, to the IRS reviewing office.

(6) DAS may Terminate the Contract if the Contractor fails to provide the safeguards described above.

(b) Criminal and Civil Sanctions

(1) Each Contractor Party shall notify, in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them who Perform under this Contract, and to whom Federal Tax Returns or Federal Return Information are or may be disclosed, that Federal Tax Returns or Federal Return Information disclosed to them may be used only for a purpose and to the extent authorized herein, and that other or further disclosure of any such Federal Tax Returns or Federal Return Information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Each Contractor Party shall notify, in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them that any such unauthorized future disclosure of Federal Tax Returns or Federal Return Information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 [26 U.S.C. §§ 7213 and 7431] and set forth at 26 CFR 301.6103(n)-1.

(2) Each Contractor Party shall notify, in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them who Perform under this Contract, that any Federal Tax Returns or Federal Return Information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the Performance of this Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1year, or both, together with the costs of prosecution. Each Contractor Party shall notify, in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them who Perform under this Contract, that any such unauthorized inspection or disclosure of Federal Tax Returns or Federal Return Information may also result in an award of civil damages against the members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 [26 U.S.C. §§ 7213A and 7431].

(3) Additionally, it is incumbent upon the Contractor Parties to inform their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them who Perform under this Contract, of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Client Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or Client Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting access to FTI must be preceded by certifying that each individual understands the Client Agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the Client Agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A [26 U.S.C. §§ 7431, 7213 and 7213A] (see IRS Publication 1075, Exhibit 4, *Sanctions for Unauthorized Disclosure*; and Exhibit 5, *Civil Damages for Unauthorized Disclosure).* The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See IRS Publication 1075, Section 9.3.8, *Incident Response;* and Section 10.0, *Reporting Improper*

Inspections or Disclosures). For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

(c) Inspection

The IRS shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the Performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

3. Contract Language for Technology Services.

(a) Performance

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.

(2) Any Federal Tax Returns or Federal Return Information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the Performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(3) All Federal Tax Returns and Federal Return Information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The Contractor certifies that the data processed during the Performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Client Agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Client Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and

technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(7) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the Client Agency and, upon request, to the IRS reviewing office.

(9) DAS may Terminate the Contract if the Contractor fails to provide the safeguards described above.

(b) Criminal and Civil Sanctions

(1) Each Contractor Party shall notify, in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or anyone of them who Performs under this Contract, and to whom Federal Tax Returns or Federal Return Information are or may be disclosed that Federal Tax Returns or Federal Return Information disclosed to them may be used only for a purpose and to the extent authorized herein, and that other or further disclosure of any such Federal Tax Returns or Federal Return Information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Each Contractor Party shall notify , in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them that any such unauthorized further disclosure of Federal Tax Returns or Federal Return Information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 [26 U.S.C. §§ 7213 and 7431] and set forth at 26 CFR 301.61 03(n)-1.

(2) Each Contractor Party shall notify, in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them who Perform under this Contract, that any Federal Tax Returns or Federal Return Information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the Performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Each Contractor Party shall notify, in writing, their respective members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them who Perform under this Contract, that any such unauthorized inspection or disclosure of Federal Tax Returns or Federal Return Information may also result in an award of civil damages against the members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents,

servants, consultants, employees in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 [26 U.S.C. §§ 7213A and 7431].

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CONTRACT AWARD
RFP-38 Rev. 3/1/13

Prev. Rev. 4/26/12

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:
12PSX0085

RFP Due Date:
17 December 2012

Susanne Hawkins
Contract Specialist

(860) 713-5064
Telephone Number

CONTRACT AWARD

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

DESCRIPTION: **Hard Copy Records and Magnetic Media Storage and On-Site Destruction Services**

FOR: All Using State Agencies, Political Sub-Divisions and Not-For-Profit Organizations		**TERM OF CONTRACT / DELIVERY DATE REQUIRED: Effective Date of Award through March 31, 2018** **AGENCY REQUISITION NUMBER: 0000000759**	
IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
$4,000,000.00 Est.			**$4,000,000.00 Est.**

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Company Name: ***William B. Meyer, Inc.***
Company Address: ***255 Long Beach Boulevard, Stratford, CT 06615***
Tel. No.: ***(860) 298-9024*** *Toll Free No.:* ***(800) 358-3709*** *Contract Value:* ***$4,000,000.00 Est.***
Contact Person: ***Michael Cavallo / Cell: (203) 668-5339*** *Delivery:* ***As Required***
Contact Person Address: ***175 Great Pond Drive, Windsor, CT 06095***
Company E-mail Address and/or Company Web Site: ***mcavallo@williambmeyer.com or www.williambmeyer.com***
Remittance Address: 255 Long Beach Boulevard, Stratford, CT 06615
Certification Type (SBE,MBE or None): ***None*** *Agrees to Supply Political SubDivisions:* ***Yes***
Terms: ***Net 45 Days*** *Cash Discount:* ***0 % 0 Days***

APPROVED Susanne Hawkins
SUSANNE HAWKINS
Contract Specialist
(Original Signature on Document in Procurement Files)

APPROVED Carol W
CAROL WILSON
Procurement Director
(Original Signature on Document in Procurement Files)

CONTRACT

12PSX0085

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

William B. Meyer, Incorporated

Awarded Contractor

HARD COPY RECORDS AND MAGNETIC MEDIA STORAGE AND DESTRUCTION SERVICES

Contract Table of Contents

1. Definitions
2. Term of Contract; Contract Extension
3. Description of Goods and Services
4. Price Schedule, Payment Terms and Billing, and Price Adjustments
5. Rejected Items; Abandonment
6. Order and Delivery
7. Contract Amendments
8. Assignment
9. Termination
10. Cost Modifications
11. Breach
12. Waiver
13. Open Market Purchases
14. Purchase Orders
15. Indemnification
16. Forum and Choice of Law
17. Contractor Guaranties
18. Implied Warranties
19. Goods, Standards and Appurtenances
20. Delivery
21. Goods Inspection
22. Setoff
23. Force Majeure
24. Advertising
25. Americans With Disabilities Act
26. Representations and Warranties
27. Representations and Warranties Concerning Motor Vehicles
28. Disclosure of Contractor Parties Litigation
29. Entirety of Contract
30. Exhibits
31. Executive Orders
32. Non-Discrimination
33. Tangible Personal Property
34. Whistleblowing
35. Notice
36. Insurance
37. Headings
38. Number and Gender
39. Parties
40. Contractor Changes
41. Further Assurances
42. Audit and Inspection of Plants, Places of Business and Records
43. Background Checks
44. Continued Performance
45. Working and Labor Synergies
46. Contractor Responsibility
47. Severability
48. Confidential Information
49. References to Statutes, Public Acts, Regulations, Codes and Executive Orders
50. Cross-Default
51. Disclosure of Records
52. Summary of State Ethics Laws
53. Sovereign Immunity
54. Time of the Essence
55. Reserved
56. Campaign Contribution Restriction
57. Health Insurance Portability and Accountability Act
58. Protection of Confidential Information
59. Reserved

EXHIBIT A - Description of Goods and Services

EXHIBIT B - Price Schedule

EXHIBIT C - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

EXHIBIT D – Public Record Policy 03

This Contract (the "Contract") is made as of the Effective Date by and between, William B. Meyer, Incorporated (the "Contractor,") with a principal place of business at 255 Long Beach Boulevard, Stratford, CT 06615, acting by Edward T. Kennedy, IV, its Vice President, Sales and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Carol Wilson, its Procurement Director, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

(a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.

(c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2)one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.

(e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

(f) Contractor: A person or entity who submits a Proposal and who executes a Contract.

(g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.

(k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.

(l) Proposal: A submittal in response to a Request for Proposals.

(m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(n) Request for Proposals: A State request inviting proposals for Goods or Services.

(o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.

(p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

(q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

(r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

(s)

2. Term of Contract; Contract Extension. The Contract will be in effect from the date this Contract is approved by the Office of the Attorney General (Effective Date) through March 31, 2018.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

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

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

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

(b) Payment Terms and Billing: 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.

(c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

(d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for the term of the Contract.

(e) P-Card (Purchasing Credit Card). All Client Agency purchases that are less than $1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard). Contractor shall be equipped to receive purchase orders against this Contract using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall charge the State's MasterCard only upon delivery of Goods or rendering Services. The Contractor shall capture and provide to their merchant bank, Level 3 reporting at the line item level for all orders placed using the MasterCard.

5. Rejected Items; Abandonment.

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

manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

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

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

(3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

(5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

7. Contract Amendments.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.

8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination.

(a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

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

(d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client

Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

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

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of

Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. 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 Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

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

(b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

(d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

(e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

(a)The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any

intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Client Agency prior to the Effective Date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS and, if requested, to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

20. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.

(d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The 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 available, 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 Terminate the Contract if the Contractor fails to comply with the Act.

26. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

(c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

(k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;

(l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;

(n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;

(o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(q) they owe no unemployment compensation contributions;

(r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

(t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;

(u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;

(v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;

(w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;

(y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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 (including, but not limited to

such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for 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, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

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. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

32. Non-discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

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

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

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

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

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

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

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

(b)

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

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

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

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

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. <u>Tangible Personal Property</u>.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the

provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

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

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

34. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state

contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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
Hartford, CT 06106-1659
Attention: Susanne Hawkins

If to the Contractor:

COMPANY NAME: William B. Meyer, Inc.

NAME: Michael Cavallo, Director of Sales

ADDRESS Line 1: 255 Long Beach Boulevard

ADDRESS Line 2: _____

City: Stratford State: CT Zip: 06615

Attention: Company: William B. Meyer, Inc.

Signatory Name: Edward T. Kennedy, IV Title: Vice President, Sales

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 as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

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

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

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

(e) Reserved

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

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

(h) Reserved

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

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 Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

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 Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and

Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

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 report any damage, regardless of cause, to the State within twenty-four (24) hours of the Contractor becoming aware of the damage.

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

certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

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

brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

55. [RESERVED]

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

57. Health Insurance Portability and Accountability Act.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor 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; and

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R.§ 160.103; and

(f) The Contractor and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions. For the purposes of this Section of the Contract:

(1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).'

(2) "Business Associate" shall mean the or Contractor or Contractor Parties.

(3) "Covered Entity" shall mean the Client Agency.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).

(6) "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A).

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to 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, agrees 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 agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, 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 agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is

expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

(A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

(E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(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) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the 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) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. 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 of 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) Regulatory References. 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) Amendment. The Parties agree to take such action as in 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 the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with 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.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business

Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

59. [RESERVED]

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

William B. Meyer, Incorporated

By: _____

Edward T. Kennedy, IV
Print or Type Name

Title: Vice President, Sales

Date: 6-5-13

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

Carol Wilson
Print or Type Name

Title: Procurement Director

Date: 6/5/13

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

By: _____

Joseph Rubin
Print or Type Name

Title: ASSOC. ATTY. GENERAL

Date: 6/6/13

EXHIBIT A

Contractor shall provide storage space as required for Hard Copy Records and Magnetic Media Storage. The Hard Copy Record Storage facility shall have a fire suppression protection system in place, a temperature controlled environment and be a secured confidential area. The Magnetic Media Storage facility shall be vault storage with a temperature controlled environment, fire suppression protection system and be a secured confidential area.

All storage facilities used by the Contractor shall have a valid Public Records Storage Facility Certificate of Approval (Form RC-150.2) on file with the Connecticut State Library, Office of the Public Records Administrator, in accordance with CGS Sec. 11-8. The Contractor shall ensure throughout the length of the Contract, that all certified facilities for use on this contract remain in compliance with the Standards for Public Records Storage Facilities, as set forth in Exhibit D, Public Records Policy 03. If the Contractor acquires a new storage facility, the storage facility shall be certified with the Office of the Public Records Administrator prior to use, even if the facility was certified under a previous owner. After the Contractor receives certification of a new storage facility, they shall provide a copy of the certification to DAS/Procurement Services.

The Contractor shall assume total responsibility for moving records internally or off-site to their location at no expense to the State. No additional charges will be allowed.

The Contractor shall provide access to all hard copy records and/or magnetic media storage in the Contractor's facilities 24 hours a day, 7 days a week, and 365 days a year for emergency recall.

Delivery service hours, including that for emergency services, shall be as set forth in Exhibit B, Price Schedule.

The Contractor shall comply with all requests for pickup and/or delivery service within the amount of time specified in Exhibit B starting from the time authorized Client Agency personnel submit the request. If requested, the Client Agency shall provide a list of those authorized Client Agency personnel allowed to access the storage area in writing to the Contractor.

The Contractor shall allow the Client Agency to establish scheduled pick-up and/or delivery services. The schedule can be set by the Client Agency at the time of the purchase order or any time thereafter.

Contractor's personnel shall not remove, copy, and/or otherwise manipulate any records belonging to the State of Connecticut.

The Contractor shall provide reports identifying records signed out of the facility, number of boxes received during specific time periods, and boxes due for review or destruction. The Contractor shall issue written reminders to each Client Agency informing the Client Agency that particular records are eligible for destruction as directed by the Client Agency.

As needed, certified destruction shall be by shredding or incineration for hard copy records and degaussing, overwriting, or erasure of electronic media records. The Contractor shall ensure that the confidentially of all records being destroyed is retained throughout the entire destruction process. The

EXHIBIT A

Contractor shall provide a Certificate of Destruction for those records that have been destroyed. The Contractor shall not destroy records without written approval from authorized Client Agency personnel.

The Contractor shall have a barcode-based computer system to track and index documents and files.

The Contractor shall establish, if requested by a Client Agency, a secure storage area that is restricted to that specific Client Agency only. The Contractor shall also provide a separate card key access and/or combination lock.

The Contractor shall make storage boxes available for purchase should the Client Agency request them. The volume of all storage boxes will be charged at the actual displacement of cubic footage. The Contractor will calculate cubic footage of all storage boxes. Standard storage boxes are 1.2 cubic feet.

The Contractor shall provide weekly rotation (delivery and pickup) of magnetic media to any requesting Client Agency.

Vehicles transporting records shall be designed for secure transport and properly secured at all times. All vehicles shall be equipped with a portable fire extinguisher appropriate to the type of media being transported. Contractor employees shall wear clearly-identifying uniforms and provide identification when retrieving records and magnetic media.

Magnetic media shall be transported in vehicles in a climate-controlled environment.

Records shall not be re-boxed without Client Agency prior written approval.

Vault storage area(s) for magnetic media shall have friction-free flooring to safeguard all magnetic media items.

The Contractor shall submit to the Client Agency monthly computerized invoices/reports detailing the activity of the Client Agency. These invoices/reports shall detail the current inventory, file activity, and disposition dates for the Client Agency on a monthly basis. The Client Agency may request additional reports be sent electronically on an as-needed basis.

EXHIBIT B, RFP-16
PRICE SCHEDULE

RFP NO: 12PSX0085

PROPOSER NAME:	**William B. Meyer, Inc.**		
DELIVERY:	**As Required**	TERMS: **Net 45 Days**	CASH DISCOUNT: **0 % 0 Days**

ITEM #	DESCRIPTION SERVICES	PRICE
	SECTION I	
1.	**HARDCOPY RECORD STORAGE**	
	Storage of Records Note: Cartons will be billed at actual displacement of cubic footage	$ .09 Per cubic foot per Month
	Hardcopy Climate Controlled Record Storage	$ .90 Per cubic foot per Month
2.	**PICK UP AND/OR DELIVERY CHARGES** **(Courier Service Charge/Transportation Visit/Trip Charges)**	
	Pick-Up Charge During Normal Business Hours (8:00 am to 5:00 pm) 24 Hour Turn Around Time	
	• 1st Box – 1.2 Cubic Foot	$ 16.00 Per Trip
	• Each Additional Box	$ 1.04 Per Cubic Foot
3.	**EMERGENCY DELIVERY CHARGES** • If a box needs immediate delivery Delivery within 2 hours in the Greater Hartford Area, otherwise delivery within 4 hours in other areas. **Note:** Greater Hartford Area includes Rocky Hill, Wethersfield, Bristol, Hartford, Southington, New Britain, Manchester, Windsor, South Windsor, Glastonbury, Bloomfield, Vernon, Rockville and Enfield	
	• Monday through Friday (8:00 am to 5:00 pm)	$ 32.00 Monday – Friday
	• Saturday, Sunday and Holidays (8:00 am to 5:00 pm)	$ 72.50 Saturday, Sunday & Holidays
4.	**INDEXING**	
	• Individual list of files to include pickup of box, unloading, receiving and entry, indexing of one line per box, data entry of one line per box into computer system, labeling or marking the box	$ .30 Per File

EXHIBIT B, RFP-16
PRICE SCHEDULE

RFP NO: 12PSX0085

PROPOSER NAME:	**William B. Meyer, Inc.**

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
5.	**RECORD RETRIEVAL**			$ 1.04 Per Cubic Foot or File **($1.25/item)**	
6.	**REFILE RECORD**			$ 1.04 Per Cubic Foot or File **($1.25/item)**	
7.	**COST FOR NEW RECORDS PLACED INTO STORAGE**			$ 1.04 Per Cubic Foot **($1.25/item)**	
8.	**STORAGE OF RECORDS IN A SECURED AND EXCLUSIVE ENVIRONMENT**			$ 0.44 Per Cubic Foot Per Month or $ 0.53 Per Carton Per Month	
9.	**COST FOR CERTIFIED DESTRUCTION BY SHREDDING OR INCINERATION**			$ 1.92 Per Cubic Foot **($2.30/Box)** (Plus Retrieval Fee)	
10.	**COST PER BOX** **(Banker Boxes are 1.2 Cubic Foot and ordered in multiples of 10)**			$ 1.40 Per Box	
11.	**PERMANENT BOX WITHDRAW FROM STORAGE** **(Includes retrieval and computer removal from system)**			$ 1.92 Per Cubic Foot **($2.30/Box)** (Plus Retrieval Fee)	
12.	**RECORDS STORAGE** **MONTHLY ACCOUNT MINIMUM CHARGE**			No Charge Per Month	

PROPOSER NAME:	**William B. Meyer, Inc.**

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE

ADDRESS LOCATION(S) AND SQUARE FOOTAGE INFORMATION OF EACH CONNECTICUT STATE LIBRARY CERTIFIED FACILITY USED FOR HARDCOPY RECORDS STORAGE:

Address: 175 Great Pond Drive, Windsor, CT 06095

Storage Square Foot Information: 125,000 sq. ft.

PROPOSER NAME:	**William B. Meyer, Inc.**

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	SECTION II				
	MAGNETIC MEDIA STORAGE				
	Storage Rates:				
1.	• Individual Items / Containers			$ .15 Per Item Per Month	
	• Optical Disks			$ 1.50 Per Item Per Month	
	Cases:				
	• Small Case			$ 4.00 Per Case Per Month	
	• Medium Case			$ 6.00 Per Case Per Month	
	• Large Case			$ 7.50 Per Case Per Month	
	TRANSACTION FEES (i.e. record retrieval, record refile)				
	During Normal Business Hours (8:00 am to 5:00 pm)				
2.	• Individual Items (Small Volume Clients)			$ .25 Per Item Per Direction	
	• Individual Items (Large Volume Clients)			$ .25 Per Item Per Direction	
	• Cases / Containers			$ .70 Per Cases Per Direction	
	SCHEDULED REGULAR DELIVERY CHARGES				
	During Normal Business Hours (8:00 am to 5:00 pm)				
3.	• Monday through Friday			$ 16.00 Per Round Trip	
	• Weekends (Saturday and Sunday)			$ 32.00 Per Round Trip	
	• Holidays			$ 75.00 Per Round Trip	
	• Tuesday & Thursday Groton, CT Location			$ 105.00 Per Round Trip	

PROPOSER NAME:	**William B. Meyer, Inc.**

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	UNSCHEDULED DELIVERY CHARGES				
4.	Next Day Delivery During Normal Business Hours (8:00 am to 5:00 pm				
	• Monday through Friday			$ 23.00	Per Round Trip
	EMERGENCY DELIVERY CHARGE				
5.	Immediate Delivery of Item of Case (within 2 hours)				
	• Monday through Friday - 8:00 am to 5:00 pm			$ 75.00	Per Round Trip
	• Monday through Friday After 5:00 pm			$ 125.00	Per Round Trip
	• Weekends Saturday and Sunday- 8:00am to 5:00 pm			$ 125.00	Per Round Trip
	• Weekends Saturday and Sunday After 5:00 pm			$ 125.00	Per Round Trip
	• Holidays – 8:00 am to 5:00 pm			$ 125.00	Per Round Trip
	• Holidays After 5:00 pm			$ 125.00	Per Round Trip
	ADMINISTRATIVE COSTS				
6.	For Data Entry, Forms and Report, etc.			No Charge	Per Month
	COST FOR STORAGE CASES / CONTAINERS (Plastic)				
7.	• Small Case			$ 24.00	Per Container
	• Medium Case			$ 25.00	Per Container
	• Large Case			$ 28.00	Per Container
8.	**COST FOR TAPE BOXES #205** (15 ½" x 12 ½" x 12 with Attached Lid)			$ 40.00	Per Box
				$ 5.00	Per Case/Container Per Month
9.	**RENTAL CASES / CONTAINERS**			$ .22	Per Pound
10.	**DESTRUCTION OF MAGNETIC MEDIA (Incineration)**				
11.	**MAGNETIC MEDIA** **MONTHLY ACCOUNT MINIMUM CHARGE**			$ 100.00	Per Month

PROPOSER NAME:	**William B. Meyer, Inc.**

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	ADDRESS LOCATION(S) AND SQUARE FOOTAGE INFORMATION OF EACH CONNECTICUT STATE LIBRARY CERTIFIED FACILITY USED FOR MAGNETIC MEDIA STORAGE: **Address: 175 Great Pond Road, Windsor, CT 06095** **Storage Square Foot Information: 2,400 sq. ft.**				

EXHIBIT B
CONTRACT #12PSX0085
PRICE SCHEDULE

ITEM #	DESCRIPTION SERVICES	PRICE
	SECTION I	
1.	**HARDCOPY RECORD STORAGE**	
	Storage of Records; Cartons will be billed at actual displacement of cubic footage	$ .09 Per cubic foot per Month
	Hardcopy Climate Controlled Record Storage	$ .90 Per cubic foot per Month
2.	**PICK UP AND/OR DELIVERY CHARGES** **(Courier Service Charge/Transportation Visit/Trip Charges)**	
	Pick-Up Charge During Normal Business Hours (8:00 am to 5:00 pm) 24 Hour Turn Around Time	
	• 1st Box – 1.2 Cubic Foot	$ 16.00 Per Trip
	• Each Additional Box	$ 1.04 Per Cubic Foot
3.	**EMERGENCY DELIVERY CHARGES** • If a box needs immediate delivery Delivery within 2 hours in the Greater Hartford Area, otherwise delivery within 4 hours in other areas. Greater Hartford Area consists of Rocky Hill, Wethersfield, Bristol, Hartford, Southington, New Britain, Manchester, Windsor, South Windsor, Glastonbury, Bloomfield, Vernon, Rockville and Enfield	
	• Monday through Friday (8:00 am to 5:00 pm)	$ 32.00 Monday – Friday
	• Saturday, Sunday and Holidays (8:00 am to 5:00 pm)	$ 72.50 Saturday, Sunday & Holidays
4.	**INDEXING**	
	• Individual list of files to include pickup of box, unloading, receiving and entry, indexing of one line per box, data entry of one line per box into computer system, labeling or marking the box	$ .30 Per File

EXHIBIT B
CONTRACT #12PSX0085
PRICE SCHEDULE

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
5.	**RECORD RETRIEVAL**		$ 1.04 Per Cubic Foot or File **($1.25/item)**		
6.	**REFILE RECORD**		$ 1.04 Per Cubic Foot or File **($1.25/item)**		
7.	**COST FOR NEW RECORDS PLACED INTO STORAGE**		$ 1.04 Per Cubic Foot **($1.25/item)**		
8.	**STORAGE OF RECORDS IN A SECURED AND EXCLUSIVE ENVIRONMENT**		$ 0.44 Per Cubic Foot Per Month or $ 0.53 Per Carton Per Month		
9.	**COST FOR CERTIFIED DESTRUCTION BY SHREDDING OR INCINERATION**		$ 1.92 Per Cubic Foot **($2.30/Box)** (Plus Retrieval Fee)		
10.	**COST PER BOX** **(Banker Boxes are 1.2 Cubic Foot and ordered in multiples of 10)**		$ 1.40 Per Box		
11.	**PERMANENT BOX WITHDRAW FROM STORAGE** **(Includes retrieval and computer removal from system)**		$ 1.92 Per Cubic Foot **($2.30/Box)** (Plus Retrieval Fee)		
12.	**RECORDS STORAGE** **MONTHLY ACCOUNT MINIMUM CHARGE**		No Charge Per Month		

EXHIBIT B
CONTRACT #12PSX0085
PRICE SCHEDULE

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	ADDRESS LOCATION(S) AND SQUARE FOOTAGE INFORMATION OF EACH CONNECTICUT STATE LIBRARY CERTIFIED FACILITY USED FOR HARDCOPY RECORDS STORAGE: **Address: 175 Great Pond Drive, Windsor, CT 06095** **Storage Square Foot Information: 125,000 sq. ft.**				

EXHIBIT B
CONTRACT #12PSX0085
PRICE SCHEDULE

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	SECTION II				
1.	**MAGNETIC MEDIA STORAGE** **Including but not limited to:** **Video, Cassettes and Reel to Reel Tapes**				
	Storage Rates:				
	• Individual Items / Containers		$ .15	Per Item Per Month	
	• Optical Disks		$ 1.50	Per Item Per Month	
	Cases:				
	• Small Case		$ 4.00	Per Case Per Month	
	• Medium Case		$ 6.00	Per Case Per Month	
	• Large Case		$ 7.50	Per Case Per Month	
2.	**TRANSACTION FEES (i.e. record retrieval, record refile)**				
	During Normal Business Hours (8:00 am to 5:00 pm)				
	• Individual Items (Small Volume Clients)		$ .25	Per Item Per Direction	
	• Individual Items (Large Volume Clients)		$ .25	Per Item Per Direction	
	• Cases / Containers		$ .70	Per Cases Per Direction	
3.	**SCHEDULED REGULAR DELIVERY CHARGES**				
	During Normal Business Hours (8:00 am to 5:00 pm)				
	• Monday through Friday		$ 16.00	Per Round Trip	
	• Weekends (Saturday and Sunday)		$ 32.00	Per Round Trip	
	• Holidays		$ 75.00	Per Round Trip	
4.	**UNSCHEDULED DELIVERY CHARGES** Next Day Delivery During Normal Business Hours (8:00 am to 5:00 pm				
	• Monday through Friday		$ 23.00	Per Round Trip	

EXHIBIT B
CONTRACT #12PSX0085
PRICE SCHEDULE

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
5.	**EMERGENCY DELIVERY CHARGE**				
	Immediate Delivery of Item of Case (within 2 hours)				
	• Monday through Friday - 8:00 am to 5:00 pm			$ 75.00	Per Round Trip
	• Monday through Friday After 5:00 pm			$ 125.00	Per Round Trip
	• Weekends Saturday and Sunday- 8:00am to 5:00 pm			$ 125.00	Per Round Trip
	• Weekends Saturday and Sunday After 5:00 pm			$ 125.00	Per Round Trip
	• Holidays – 8:00 am to 5:00 pm			$ 125.00	Per Round Trip
	• Holidays After 5:00 pm			$ 125.00	Per Round Trip
6.	**ADMINISTRATIVE COSTS** For Data Entry, Forms and Report, etc.			No Charge	Per Month
7.	**COST FOR STORAGE CASES / CONTAINERS (Plastic)**				
	• Small Case			$ 24.00	Per Container
	• Medium Case			$ 25.00	Per Container
	• Large Case			$ 28.00	Per Container
8.	**COST FOR TAPE BOXES #205** (15 ½" x 12 ½" x 12 with Attached Lid)			$ 40.00	Per Box
9.	**RENTAL CASES / CONTAINERS**			$ 5.00	Per Case/Container Per Month
10.	**DESTRUCTION OF MAGNETIC MEDIA (Incineration)**			$ .22	Per Pound
11.	**MAGNETIC MEDIA** **MONTHLY ACCOUNT MINIMUM CHARGE**			$ 100.00	Per Month

EXHIBIT B
CONTRACT #12PSX0085
PRICE SCHEDULE

ITEM #	DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	ADDRESS LOCATION(S) AND SQUARE FOOTAGE INFORMATION OF EACH CONNECTICUT STATE LIBRARY CERTIFIED FACILITY USED FOR MAGNETIC MEDIA STORAGE: **Address: 175 Great Pond Road, Windsor, CT 06095** **Storage Square Foot Information: 2,400 sq. ft.**				

Bid/RFP Number: 12PSX0085
EXHIBIT C

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

State of Connecticut
Connecticut State Library
Office of the Public Records Administrator
www.cslib.org/publicrecords

Public Records Policy 03:
Standards for Public Records Storage Facilities

Date Issued: January 25, 2012

Supersedes: This policy supersedes General *Letter 2008-3: Off-site Public Records Storage Facilities* (revised 10/20/08) and the *Required Minimum Standards for Public Records Storage Facilities* (revised 10/2008).

I. Scope and Authority

Scope

This policy sets the standards for public records storage facilities. It applies to all state agencies within the executive branch, as well as the towns, cities, boroughs, districts, and other political subdivisions of the state.

Authority

The Office of the Public Records Administrator is authorized to supervise the operation of the State Records Center and to approve public records storage facilities, within or without the state, under the authority granted by §11-8 and §11-8a of the *General Statutes of Connecticut* (CGS).

Definitions

As used within in this policy:

"Agency" means a state agency, municipality, or political subdivision falling under the authority of the records management program administered by the Connecticut State Library as specified in CGS §11-8.

"Public Records Storage Facility" means a facility operated by an agency or commercial vendor that is located away from the agency's primary office or place of business, including, but not limited to, the State Records Center operated by the State Library; a facility operated by, or on behalf of, one or more agencies other than the State Library; and a commercial records storage facility operated by a private entity.

"Records Storage Area" means an area within a public records storage facility dedicated to records storage.

II. Policies

Agency Responsibilities

Agencies may store records at a public records storage facility provided that the facility has been approved by this office. Contact this office to obtain a listing of all approved facilities.

Records transferred to a public records storage facility remain in the legal custody of the agency; the facility exercises physical custody of the records only. It is the records custodian's responsibility to ensure that the

records are maintained in compliance with all relevant records management requirements, including preservation, accessibility, retention, and disposition. Records transferred off-site must be listed on an approved records retention schedule.

Agencies must maintain an inventory of records stored at the facility, including records series titles, date ranges, and disposition dates. The agency must regularly monitor the records and request disposition by obtaining receipt of an approved *Records Disposition Authorization* (Form RC-073, RC-075, RC-108, or RC-100).

Related Statutory Requirements
See CGS §7-35a regarding off-site storage of original documents by municipalities. See CGS §7-27 regarding storage of municipal records in fire-resistive vaults or safes. See CGS §7-42 regarding storage of records by registrars of vital statistics. See CGS §9-23(b) regarding storage of active voter registration cards in fire-resistant cabinets.

III. Standards for Public Records Storage Facilities

A. Facility Location and Construction

1. The facility shall not be located in any area where the risks of natural disasters, man-made disasters, or external hazards pose a significant threat to the facility and/or its contents.
2. The facility shall be sited 5 feet above and 100 feet from any 100-year flood plain area or be protected by an appropriate flood wall.
3. The facility shall meet or exceed the requirements of the local or state building code, whichever is more stringent.
4. The facility shall be constructed with non-combustible materials and shall be well-maintained, with a roof that is free of leaks.
5. The facility should have one or more loading docks.

B. Facility Environmental Controls

1. The facility shall be kept clean to avoid accumulation of dirt and dust particulates.
2. The facility should be air conditioned (temperature, humidity, and air exchange). If it is not, it shall be well-ventilated and shall not be subject to rapid and extreme fluctuations of temperature and humidity (more than ± 3 percent during a 24 hour period).
3. The facility shall be free of pests and shall have a pest control program to guard against insects and rodents.
4. The facility shall be well-lighted, but records shall not be subject to prolonged exposure to direct UV light.
5. Eating, drinking, and smoking shall be prohibited in records storage areas.
6. Records shall not be placed in areas with exposed water or steam pipes subject to leaking.
7. Records shall not be placed in areas that are adjacent to furnaces or boilers unless separated by a 4-hour rated fire barrier.

C. Records Storage Shelving and Racking Systems

1. Records shall not be stored on pressboard, wood, or other combustible shelving materials.
2. Racking systems, steel shelving, or other open-shelf records storage equipment shall be braced to prevent collapse under full load.

3. Compact mobile shelving systems, if used, shall be designed to permit proper air circulation and fire protection.
4. Records shall be located a minimum of three inches from the floor.

D. Facility Security and Fire Protection

1. The facility shall be equipped with an anti-intrusion alarm system.
2. The facility shall be restricted to authorized persons only, including access to records storage areas.
3. The facility shall have exterior doors that are strongly constructed, close fitting, and equipped with thief-resistant locks.
4. The facility shall be equipped with operational fire detection and protection systems. The fire detection mechanism shall have an alarm that reports to an outside source, such as an alarm company or local emergency responder.
5. The facility shall be equipped with automatic sprinkler systems in records storage areas.
6. Records storage areas shall be separated from each other and from other storage areas in the facility by a minimum 3-hour rated fire barrier.
7. Records storage areas shall be separated from offices and research rooms by a minimum 1-hour rated fire barrier.
8. The facility shall contain an adequate supply of well-distributed portable fire extinguishers.
9. Hazardous materials, such as flammables (e.g., oils, paints, gasoline, and propane) shall not be stored in records storage areas.
10. The facility shall have a sufficient number of "No Smoking" signs distributed throughout the facility.
11. The facility shall have a written emergency management or disaster plan that is reviewed on an annual basis. The plan shall consist of the following minimum components: staff lists, contact information, and roles in the event of an emergency; analysis of risks for the facility; preventative measures; procedures to keep a current inventory; and should include salvage priorities and contact information for emergency recovery service companies.
12. The facility shall have an indexing / tracking system for stored records, including the ability to determine disposition eligibility when retention periods have been met.
13. The facility operator should conduct criminal and financial background checks on employees and have employees sign statements of personal responsibility and liability for unauthorized release of records or information contained in them.

IV. Approval and Inspection Requirements for Public Records Storage Facilities

Inspection of Public Records Storage Facilities

To schedule an inspection of a facility, agencies or commercial vendors must submit a *Public Records Storage Facility Pre-Inspection Profile* (Form RC-150) and supporting documentation to this office. Staff will schedule a site visit to conduct a visual inspection of the facility.

Approval of Public Records Storage Facilities

If a facility is approved, staff will issue a letter and a *Public Records Storage Facility Certificate of Approval* (Form RC-150.2). The *Certificate of Approval* is valid for a period of 10 years from the date of approval, unless there is a change in ownership; a significant renovation, repair, or damage to the facility; or a re-inspection finds that the facility does not meet the *Standards for Public Records Storage Facilities*. If a facility

is not approved, this office will issue a denial letter outlining the deficiencies. The agency or commercial vendor may request a re-inspection following remediation of the identified deficiencies.

V. References

ARMA International. *Records Center Operations, 2nd Edition*. Lenexa, Ka.: ARMA International, 2002.

National Archives and Records Administration Code of Federal Regulations. *36 CFR Part 1234 Facility Standards for Records*. College Park, Md.: NARA, 2009.

National Fire Protection Association. *NFPA 232 Standard for the Protection of Records*. Quincy, Mass.: National Fire Protection Association, 2011.

National Information Standards Organization. *Environmental Guidelines for the Storage of Paper Records*. Bethesda, Md.: NISO Press, 1995.

PRISM International. *Commercial Records Center Self Evaluation Checklist*. Garner, Nc.: PRISM International, 1993.

Pacifico, Michele F. and Thomas P. Wilsted. *Archival and Special Collections Facilities: Guidelines for Archivists, Librarians, Architects, and Engineers*. Chicago: Society of American Archivists, 2009.

If you have any questions regarding this policy, please contact this office at (860) 757-6540.

Approved by

LeAnn R. Power

LeAnn R. Power, CRM
Public Records Administrator

January 25, 2012
Date