

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

Mark Carroza
Contract Specialist

860-713-5047
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

15PSX0019

Contract Award Date:

15 April 2015

Bid Due Date:

6 April 2015

SUPPLEMENT DATE:

22 July 2015

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: INTEGRATED PEST MANAGEMENT AND CONTROL SERVICES

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: May 1, 2015 through April 30, 2019	
		AGENCY REQUISITION NUMBER: 3094	
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
			N/A

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.

PLEASE NOTE:

This contract has been supplemented as follows:

- Exhibit B has been amended to include hourly rates for Special Requests & Emergency Services as defined in Exhibit A, 2(i). Exhibit B Price Schedule has been revised.
- "Special Requests" is further defined to include standard IPM work that is performed before or after the regular daily working hours set forth as 8:00AM through 5:00PM.

All other terms remain unchanged.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **MARK CARROZA**

Title: Contract Specialist

Date:

VENDORS	ENVIROCARE	GRADUATE	ENVIROCARE	GUARDIAN	ENVIROCARE	GUARDIAN	GUARDIAN	GUARDIAN
ITEM DESCRIPTION	Fairfield County	Hartford County	Litchfield County	Middlesex County	New Haven County	New London County	Tolland County	Windham County
II. RATES FOR SPECIAL REQUESTS - SHIFT DIFFERENTIALS FOR ROUTINE IPM SERVICES PERFORMED OFF-HOURS								
Mon-Fri (5:01PM - 7:59AM)	\$125 / Hour	\$150 / Hour	\$125 / Hour	\$120 / Hour	\$125 / Hour	\$120 / Hour	\$120 / Hour	\$120 / Hour
Weekends and State Holidays	\$125 / Hour	\$225 / Hour	\$125 / Hour	\$175 / Hour	\$125 / Hour	\$175 / Hour	\$175 / Hour	\$175 / Hour
III. RATES FOR EMERGENCY SERVICES ONLY - ALL VENDORS								
ITEM DESCRIPTION	Fairfield County	Hartford County	Litchfield County	Middlesex County	New Haven County	New London County	Tolland County	Windham County
Mon-Fri (8:00AM - 5:00PM)								
GUARDIAN		\$75 / Hour		\$75 / Hour	\$75 / Hour	\$75 / Hour	\$75 / Hour	\$75 / Hour
ENVIROCARE	\$85 / Hour		\$85 / Hour		\$85 / Hour			
GRADUATE		\$125 / Hour						
Mon-Fri (5:01PM - 7:59AM)								
GUARDIAN		\$120 / Hour		\$120 / Hour	\$120 / Hour	\$120 / Hour	\$120 / Hour	\$120 / Hour
ENVIROCARE	\$125 / Hour		\$125 / Hour		\$125 / Hour			
GRADUATE		\$150 / Hour						
Weekends and State Holidays								
ENVIROCARE	\$125 / Hour		\$125 / Hour		\$125 / Hour			
GUARDIAN		\$175 / Hour		\$175 / Hour	\$175 / Hour	\$175 / Hour	\$175 / Hour	\$175 / Hour
GRADUATE		\$225 / Hour						

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Mark Carroza
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860-713-5047
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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

15PSX0019

Contract Award Date:

15 April 2015

Bid Due Date:

6 April 2015

SUPPLEMENT DATE:

24 June 2015

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: INTEGRATED PEST MANAGEMENT AND CONTROL SERVICES

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: May 1, 2015 through April 30, 2019	
		AGENCY REQUISITION NUMBER: 3094	
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
			N/A

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.

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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.

PLEASE NOTE:

Exhibit A – *Description of Services* has been revised to include:

1. Provision for the treatment of **bees, hornets and wasps**.
2. Clarification on contract coverage for **carpenter ants**.

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

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **MARK CARROZA**

Title: Contract Specialist

Date:

CONTRACT AWARD
SP-38 - Rev. 5/21/14
Prev. Rev. 3/12/14

Mark Carroza
Contract Specialist

860-713-5047
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South, Hartford CT 06106-1659

CONTRACT AWARD NO.:

15PSX0019

Contract Award Date:

15 April 2015

Bid Due Date:

6 April 2015

CONTRACT AWARD

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

DESCRIPTION:

INTEGRATED PEST MANAGEMENT AND CONTROL SERVICES

FOR:
All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:
May 1, 2015 through April 30, 2019

AGENCY REQUISITION NUMBER: 3094

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$250,000.00 est.	\$250,000.00 est.	\$250,000.00 est.	\$750,000.00 est.

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.

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

CONTRACTOR INFORMATION:

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

SEE FOLLOWING PAGE FOR CONTRACTOR INFORMATION

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

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **MARK CARROZA**

Title: Contract Specialist

Date:

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: Envirocare Pest Control, LLC

Company Address: 1020 Echo Lake Road, Watertown, CT 06795

Tel. No.: (860) 879-6181

Fax No.: (860) 879-6458

Contract Value: \$250,000.00 est.

Contact Person: David Bisailon

Company E-mail Address: dbisai7798@aol.com

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACTOR INFORMATION:

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

Company Name: Graduate Pest Solutions, Inc.

Company Address: 79 Martin Farms Road, Hampden, MA 01036

Tel. No.: (413) 566-8222

Fax No.: (413) 566-8225

Contract Value: \$250,000.00 est.

Contact Person: Glenn Olesuk

Company E-mail Address: Glenn@GraduatePestSolutions.com

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACTOR INFORMATION:

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

Company Name: Guardian Pest Control, LLC

Company Address: 177 East Main Street, Bristol, CT 06010

Tel. No.: (860) 982-7220

Fax No.: n/a

Contract Value: \$250,000.00 est.

Contact Person: Fred Markowich

Company E-mail Address: Guardianpest@sbcglobal.net

Certification Type (SBE, MBE or None): SBE

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 30

CONTRACT

15PSX0019

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

**ENVIROCARE PEST CONTROL, LLC;
GRADUATE PEST SOLUTIONS, INC.
GUARDIAN PEST CONTROL, LLC**

INTEGRATED PEST MANAGEMENT AND CONTROL SERVICES

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Contract Document

SP-50 Rev. 12/11/14

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SCHEDULE 1 – Model Integrated Pest Management Plan (General)

SCHEDULE 2 – Model Integrated Pest Management Plan (Rodents)

SCHEDULE 3 – Pest Control Inspection Report

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This Contract (the "Contract") is made as of May 1, 2015 (the "Effective Date") shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Mark Carroza, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential

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Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

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- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through April 30, 2019. 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 twenty-four (24) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of

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the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (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

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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

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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

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such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (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

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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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to 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.

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(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 parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

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- (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. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against

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amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (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,

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- forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
 - (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
 - (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
 - (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;

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- (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.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials,

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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.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into

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after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 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.

33. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (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;

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(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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the

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Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if

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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.

34. Tangible Personal Property.

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- (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.
35. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract.

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Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that 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: Mark Carroza

If to the Contractor:

At the address set forth on Form SP-38.

37. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

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

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

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- (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
- 38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
- 39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
- 40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."
- 41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
 - a. its certificate of incorporation or other organizational document;
 - b. more than a controlling interest in the ownership of the Contractor; or
 - c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

- 42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably

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requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. Audit and Inspection of Plants, Places of Business and Records.

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

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their

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work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

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

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

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which

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the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

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

51. Cross-Default.

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

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

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is

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incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

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

56. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

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

58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

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

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

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- (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, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

EXHIBIT A

DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION AND SCOPE OF SERVICES:

This Contract covers the pest management and control needs of all potential Client Agencies. The Contract will be carried out through the Contractor's development and execution of an Integrated Pest Management Control Plan ("IPM") tailored to the needs of each individual Client Agency.

This Contract also provides for emergency services to respond to a threat to environmental or personal health or a disruption of normal work activities.

(a) Pest Populations that are Included Under this Contract

Contractor(s) shall eradicate indoor populations of rats, mice, cockroaches, fleas, ticks, ants, winged termite swarmers, flies, incidental/occasional invaders entering from out-of-doors (to include bees, hornets and wasps), as well as all other arthropod pests not specifically excluded from the Contract. Populations of these pests that are located immediately outside of any sites and pose a possible infestation problem to the sites are also included.

(b) Pest Populations that are Excluded Under this Contract

Pest control options for populations of the following pests are considered special services and are not covered under this Contract:

- Birds, bats, snakes and all other vertebrates other than commensal rodents
- Termites, and other wood-destroying organisms
- Mosquitoes and other free-flying insects originating out of doors
- Pests that primarily feed on outdoor vegetation
- Fleas and ticks outdoors

Client Agencies that require removal of these populations should use alternate contracts if available or acquire extermination services through the appropriate direct purchase authority.

(c) Carpenter Ants

Carpenter ants are covered under this contract if treatment is specifically targeted for populations living or foraging on the outside of a building. Carpenter ants existing on the **inside** of a structure, are considered to be wood-destroying organisms and are not covered under this contract.

Treatment of Bedbugs

Bedbugs require specialized services that are not covered under this Contract. Client Agencies experiencing bedbug infestations should contact the Connecticut Coalition Against Bedbugs (CCABB), a committee formed at the Connecticut Agricultural Experiment Station. Information regarding bedbug identification, treatment and eradication can be found at their web address:

<http://www.ct.gov/caes/cwp/view.asp?a=2826&q=437580&caesNav=1>

EXHIBIT A

DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

2. PEST MANAGEMENT CONTROL PLAN PROCESS

(a) Treatment Area

“Treatment Area” is defined as the actual area where pesticides are being applied or where procedures that are part of an overall facility IPM are being exercised. For instance: If the IPM of a 75,000 square foot facility calls for treatment of only 40,000 square feet, the Contractor shall be paid at the rates listed on Exhibit B under “Treatment Areas Less Than 50,000 Square Feet.”

Treatment Area is not the overall square footage of the facility being treated unless pest control/management services have been performed throughout the entire facility. “Room” will be the smallest delineation of a Treatment Area. If pest control/management services are performed only in one corner of a particular room, the entire room is considered the Treatment Area.

(b) Initial Inspection/Assessment

- (1) The Contractor shall conduct a thorough, initial inspection of each building or site within the agreed upon number of working days after the initial request from a Client Agency. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.
- (2) The initial inspection must be conducted by a certified commercial supervisory applicator employed by the Contractor.
- (3) The cost of the initial inspection should be included in the one-time charge for developing the required building IPM.
- (4) Access to building space must be coordinated with the Client Agency’s designated Contracting Officer’s Representative (“COR”). The COR will inform the Contractor of any restrictions or areas requiring special scheduling.
- (5) Ideally, the COR should have oversight of custodial staff to ensure that sanitation practices and building maintenance procedures associated with proper pest control are accomplished, and should interact with all facility staff members to ensure that pest sightings and other pest control related items are promptly brought to the attention of the Contractor.

(c) Integrated Pest Management Control Plan (IPM)

- (1) Client Agencies shall use IPM at all facilities under their control in accordance with the provisions of Connecticut General Statute 22a-661 and this Contract. IPMs will be developed according to the models demonstrated in Schedule 1 and Schedule 2 of this Contract. The Contractor shall submit a written IPM to the COR for each building or site within ten (10) working days following the initial inspection.
- (2) Goal / Objective
The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides.

EXHIBIT A

DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

- a. When it is determined that a pesticide must be used in order to obtain adequate pest control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.
 - b. The Contractor shall be responsible for application of pesticides according to the product label.
 - c. All pesticides used by the Contractor must be registered with the Federal Environmental Protection Agency ("EPA") and the state Department of Energy & Environmental Protection ("DEEP").
 - d. Transport, handling and use of all pesticides must be carried out in strict accordance with the manufacturer's label instructions and all applicable federal and State laws and regulations.
- (3) The proposed IPM must include the following:
- Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used, a list of types of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment which may be necessary to implement the IPM.
 - A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest.
 - A service schedule for each building or site.
 - A description of any structural or operational changes that would facilitate the pest control effort.
 - A copy of the Commercial Pesticide Applicator Certificate for every Contractor's representative who will be performing on-site service under this Contract.
 - A Quality Control Program to include the following:
 - An inspection system covering all the services stated in this Contract.
 - A checklist used in inspecting Contract Performance during regularly scheduled or unscheduled inspections.
 - The names of the technicians who will perform the inspections.
 - A checklist covering every area of the operation serviced by the Contractor as well as every task required to be performed.
 - A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.
 - A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation must be maintained and made available to the State upon request.
- (4) Upon receipt of the proposed IPM, the COR will render a decision regarding its acceptability to the Client Agency within five (5) working days.
- (5) If aspects of the IPM are found to be incomplete or are disapproved by the Client Agency, the Contractor shall have five (5) working days to submit revisions.
- (6) The Contractor shall be on-site to initiate service within one (1) week following written notice of approval of the IPM by the COR.
- (7) It is the responsibility of the Contractor to carry out work according to the approved IPM for each

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building or site. The Contractor shall receive the approval of the COR prior to implementing any subsequent changes to the approved IPM, including additions or replacements to the pesticide list and to on-site service personnel.

(d) Pesticide Application

- (1) The Contractor shall not apply any pesticide product that has not been included in the IPM or otherwise approved in writing by the COR.
- (2) Pesticide application must be carried out according to need and not strictly by schedule. Application of pesticides in any area inside or outside the premises must not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.
- (3) Preventive pesticide treatments of areas determined through inspection to be at high risk for insect or rodent infestation, are acceptable. These applications must be conducted in accordance with the pesticide-use hierarchy found in Sections 3 and 4 of this Contract. Written approval must be granted by the COR prior to any preventive pesticide application.
- (4) The Contractor shall not store any pesticide product on the property being serviced.

(e) Structural / Procedural Recommendations

Structural modifications for pest control, including the application of caulk and other sealing materials will not be the responsibility of the Contractor. The Contractor shall be responsible for notifying the COR in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

(f) Record Keeping

- (1) The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site where service is being provided. Logbooks/files must be updated each time the Contractor visits the site. Client Agency may request and review the logbooks at any time.
- (2) Each logbook or file must contain the following items:
 - A copy of the IPM for the building or site, including labels and MSDS for all pesticides used in the building, as well as the Contractor's service schedule for the building;
 - All signed and dated Pest Control Inspection Reports (Schedule 3). The Pest Control Inspection Reports will be supplied to the Contractor by the COR, and will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide applications required by the Connecticut Pesticide Control Act. Failure to record accurate "time in and time out" entries on these reports may result in delayed payment or complete rejection of invoices.

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(g) Contractor Personnel

- (1) All technicians who perform work under this Contract must be trained, licensed and certified according to the respective standards set by the EPA, DEEP and the State Department of Consumer Protection (“DCP”). Trainees, apprentices or other uncertified individuals working under the supervision of a Certified Applicator are prohibited from providing services under this Contract.
- (2) Contractor and its employees shall adhere to all security requirements relating to the Client Agency and/or site being serviced.

(h) Manner and Time to Conduct Service

- (1) The Contractor shall perform services that do not adversely affect occupant health or productivity during the regular hours of operation of Client Agency facilities.
- (2) Client Agency reserves the right to request services on days convenient to its particular schedule.
- (3) No sprays or dusts may be applied when the immediate area to be treated is occupied.
- (4) The Contractor shall notify the COR at least one (1) day in advance of any work that needs to be performed outside of the regularly scheduled hours set forth in the IPM.
- (5) The Contractor shall observe all safety precautions throughout the performance of this Contract.
- (6) Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the IPM for the specific building or site.
- (7) All Contractor personnel working in or around buildings designated under this Contract shall wear distinctive uniform clothing or identification at all times.
- (8) The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work.
- (9) Protective clothing, equipment, and devices must conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

(i) Special Requests & Emergency Service

- (1) Upon request, the Contractor shall perform corrective, special, or emergency service(s) that are beyond routine preventive maintenance services described in an IPM.
- (2) **Emergency Service – Use of Contract Vendor: Client Agency should contact the lowest-priced vendor for the respective county, as displayed in Section III of the Price Schedule. If that vendor is not immediately available, Client Agency may then contact the next vendor in line. Where no price is listed means that the Vendor does not provide services in that county.**
- (3) The Contractor shall respond promptly to emergency circumstances that involve a threat to environmental health, personal safety or cause a disruption of normal work activities. In such

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cases, the necessary corrective work must be completed within one (1) working day after Contractor receipt of the request.

- (4) In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the COR.
- (5) Reimbursement to Contractor for emergency services will be based upon the actual time spent working on-site by the Contractor and/or its service personnel.
- (6) Payment for emergency services will be made at the applicable hourly rates.
- (7) **“Special Requests”** are orders for routine, non-emergency IPM services where the work performed is outside of the normal working hours of Monday through Friday from 8:00AM to 5:00PM. The Contractor shall comply with all such requests but shall be paid the appropriate shift differential rates as stated in Section II of the Exhibit B Price Schedule.

3. INSECT CONTROL

(a) Non-Pesticide Products & Use

The Contractor shall use non-pesticide methods of control wherever possible. For example, sticky traps are to be used to guide and evaluate indoor pest control efforts wherever possible.

(b) Pesticide Use & Guidelines

The Contractor will use the following pesticide-use hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure:

- (1) Baits and Gels
Containerized and other types of bait formulations rather than sprays must be used for cockroach and ant control wherever appropriate. Baits and gels for other insects should also be considered after they have been introduced into the marketplace and their efficacy established.
- (2) Dusts
Dusts must be used in enclosed areas and wall voids.
- (3) Crack and Crevice Treatment: Order of Preference
 - a. Wet-able powders
 - b. Microencapsulated products
 - c. Emulsifiable concentrates
 - d. Aerosols
 - If effective baits are not available for the targeted indoor pest, aerosol formulations (liquid or dust) may be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.

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(4) Spot Treatments

Spot treatment is application to localized or restricted areas no more than (2) square feet from where pests are likely to occur. These areas may be on floors, walls and bases or on the undersides of equipment. Application must not be performed in food storage and preparation areas unless permitted by the pesticide product label.

(5) Spray and Fog Treatments

Application of pesticide liquid, aerosol or dust to exposed surfaces, and pesticide space sprays (including fogs, mists and ultra-low volume applications), must be restricted to unique situations where no alternative measures are practical. In the event that these applications become necessary, a formulation with the least potential for exposure will be chosen.

Order of Preference

- a. Wet-able powders
- b. Microencapsulated products
- c. Solvent-based pesticides
 - Solvent-based pesticides may be used only as a last resort when no other effective alternatives exist. All applications must be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer reentry time.

The Contractor and COR will determine, on a case-by-case basis, what additional ventilation and pre-notification are needed.

The Contractor shall obtain the written approval of the COR prior to any application of pesticide liquid, aerosol or dust to exposed surfaces, or any space spray treatment. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No liquid, aerosol or dust applications may be made while occupants are present in the treated areas.

4. COMMENSAL RODENT CONTROL

(a) Non-Pesticide Products and Use

- (1) Rodent control inside occupied buildings may be accomplished with trapping devices only.
- (2) All such devices will be concealed, whenever possible, out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.
- (3) Trapping devices must be checked on a schedule consistent with good pest control practice and approved by the COR.
- (4) During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

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(b) Pesticide Products and Use

- (1) In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the written approval of the COR prior to making any interior rodenticide treatment.
- (2) All rodenticides, regardless of packaging, must be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.
- (3) Frequency of servicing bait boxes must be consistent with recommendations for proper box maintenance and the severity of rodent infestation. All bait boxes must be maintained in accordance with EPA regulations and the Connecticut Pesticide Control Act. The Contractor shall abide by the following guidelines for bait boxes:
 - a. All bait boxes, whenever possible, must be placed out of the general view and in locations where they will not be disturbed by routine operations;
 - b. The lids of all bait boxes must be securely locked or fastened shut;
 - c. All bait boxes must be securely attached or anchored to the floor, ground, wall or other surface, to discourage movement by non-authorized personnel;
 - d. Bait must always be placed and secured in the baffle-protected feeding chamber of the box and never in the runway of the box;
 - e. All bait boxes must be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.
- (4) Rodenticide application outside buildings must emphasize the direct treatment of rodent burrows wherever feasible.
- (5) The Contractor shall be responsible for notifying the COR about the location of all rodent burrows on the premises that must be filled.

5. ADDITIONAL TERMS AND CONDITIONS:

(a) Billable Time

Contractor's billable time shall commence when the Contractor arrives at the job site and end upon his completion of service for that visit. Billable amount for any increment of time spent working during the first hour on-site shall be no less than the amount stated on Exhibit B as the hourly rate for one (1) technician. All time spent working after the first hour shall be billed and paid in fifteen (15) minute increments.

(b) Mandatory Extension to State Entities

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

(c) Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as

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the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

(d) Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers (Schedule 4) and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at:

<http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>.

Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative.

(e) Security and/or Property Entrance Policies and Procedures

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

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

(1) Facility Admittance

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

(B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

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

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(2) Official Working Rules

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

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

(3) Rules Concerning Department of Correction Facilities

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

(A) Restricted Areas

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

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(B) Inmates

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

(C) Vehicle Control

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

(D) Contraband

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

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

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

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

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

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

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

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

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

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

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

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
 - (A) Read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) Notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) Return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the

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- termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
- (D) Limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
 - (E) Not pre-sign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
 - (F) Report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a completed and signed document of Supervisor's Acknowledgement and Acceptance of Duties (Schedule 5).



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.

15PSX0019
SCHEDULE 1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (GENERAL)

The Department of Environmental Protection has developed this model plan to assist with the development of comprehensive integrated pest management programs at state departments, agencies and institutions as outlined in Connecticut General Statutes Section 22a-66l. Integrated Pest Management (IPM) is defined as the use of all available pest control techniques including judicious use of pesticides, when warranted, to maintain a pest population at or below an acceptable level, while decreasing the unnecessary use of pesticides.

The primary goal of IPM is to reduce the amounts of pesticides applied by using alternative methods of pest control which may include structural maintenance, sanitation and mechanical or biological control. These methods will help to eliminate conditions that are favorable to pest infestation, making their survival more difficult.

Please consult with your pest control provider or the DEP Pesticide Management Program for technical assistance if needed.

Section 22a-66l of the Connecticut General Statutes states:

(a) Each state department, agency or institution shall use integrated pest management at facilities under its control if the Commissioner of Environmental Protection has provided model pest control management plans pertinent to such facilities.

(b) Each state agency which enters into a contract for services for pest control and pesticide application may revise and maintain its bidding procedures to require contractors to supply integrated pest management services.

(c) The Commissioner of Environmental protection shall annually review a sampling of state department, agency or institution pest control management plans required by regulations adopted under section (e) of this section and may review any application of pesticides to determine whether a state department agency, or institution acted in accordance with subsection (a) of this section.

(d) The Commissioner of Environmental Protection may provide model pest control management plans which incorporate integrated pest management for each appropriate category of commercial pesticide certification which it offers. The commissioner shall, within available resources, notify municipalities, school boards, and other political subdivisions of the state of the availability of the model plans for their use. The Commissioner of Environmental Protection shall consult with any state agency head in the development of any such plan for properties in the custody or control of such agency head.

(e) The Commissioner of Environmental Protection, in consultation with the Commissioner of Public Health, shall adopt regulations in accordance with the provisions of chapter 54 establishing requirements for the application of pesticides by any state department, agency or institution. Such regulation shall include provisions for integrated pest management methods to reduce the amount of pesticides used. Notwithstanding the provisions of this section and any regulations adopted under this section, a pesticide may be applied if the Commissioner of Public Health determines there is a public health emergency or the Commissioner of Environmental Protection determines that such application is necessary for control of mosquitoes.

(f) The Commissioner of Environmental Protection shall develop and implement a program to inform the public of the principles of integrated pest management and to encourage its application in private properties.

The Department of Environmental Protection is an equal opportunity/affirmative action employer, offering its services without regard to race, color, regional/national origin, age, sex or disability. In conformance with the Americans with Disabilities Act, the DEP makes every effort to provide equally effective services for persons with disabilities. Individuals with disabilities needing auxiliary aids or services should call (860) 424-3333.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (GENERAL)

Sample Integrated Pest Management Plan For
General Pest Control
Connecticut State Agencies

Facility: Name, Address & Telephone Number

Pests to be Controlled

Pest control services which can be performed in the General Pest Control category includes cockroaches, ants (other than carpenter ants), winged termite swarmers emerging indoors, incidental/occasional invaders including bees & wasps entering from out of doors, and flies and other arthropod pests. Populations of these pests that are located immediately outside of a specified building and pose a possible infestation problem to that building are included.

General

Facility Name will be inspected by name of the pest control company (PCO) for the purpose of identifying potential problem areas that may be contributing to pest infestation within the facility, making recommendations for corrective measures that should be implemented and developing a comprehensive integrated pest management (IPM) plan. The IPM plan will utilize all methods of pest control which may include structural maintenance, sanitation, monitoring for pest populations, mechanical and biological control and the judicious use of pesticides. These methods will help to eliminate food, moisture and harborage for pests, making their survival more difficult. Pesticides will not be applied on a routine basis, however, they may be used as a tool to maintain pest populations at or below an acceptable level. The selection of pesticides that may be used will be based on a pre-determined hierarchy which will utilize least toxic products as first choice. Proper implementation of this program will reduce the volume, toxicity and frequency of application of pesticides, thereby reducing the risk of potential exposure of building occupants who may be sensitive to their use.

The PCO and name of responsible individual - Contracting Officer's Representative (COR) shall meet to discuss areas that have been problematic or sensitive. (i.e.; operating rooms, prisons or areas where there is a history of high pest pressure) Areas that are sensitive to pesticide use will also be discussed. (i.e.; day care areas, elderly residence, work area of sensitive employees, etc.)

Once these areas have been identified, the PCO and COR will discuss various pest control options and determine the speed of control necessary as well as threshold/action levels based on pest population and species.

Recommendations

Name of PCO will submit recommendations for corrective measures in writing to Name of (COR) prior to the application of any pesticides. He/she (COR) is responsible for scheduling and coordinating structural maintenance of the facility and will act on the recommendations as soon as possible. He/she will report in writing which recommendations will not be followed and state the reasons if no action is to be taken as required by RCSA Sec.22a-66I-1(c). Otherwise, all IPM methods that are recommended will be followed.

Pest control services will be supervised by name & certification number, and performed by name & certification number(s) of name of pest control company & business registration number. The IPM program will begin on date with six weekly visits in order to start the program. Subsequent service calls will be performed twice a month or as needed depending upon pest pressure. Service calls will be scheduled on Day of week & approx. time and will include a visual inspection of potential problem areas and monitoring devices, application of pesticides where pest populations exceed their threshold levels. Records will be completed at the conclusion of each service call and will include written recommendations of corrective measures that need to be made by building maintenance personnel. A member of the custodial staff should be available to allow the pest control technician to access areas that may be locked.

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SCHEDULE 1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (GENERAL)

Records

The pest control technician will indicate pest problem areas and provide written recommendations for structural, sanitary or procedural modifications on “Pest Control Service Record and Pest Inspection Report” forms or substantially similar substitute. These forms will be kept in a file that will be maintained in *responsible individual(COR)* office. *He/she* will act as a liaison between the pest control company and department supervisor(s) and will be responsible for notifying the appropriate personnel of corrective actions that are needed (i.e.; sanitation).

Pest sighting report logs provided by *name of PCO* will be reviewed by the pest control technician at the beginning of each service call. The log will be maintained in *responsible individual (COR)* office and will serve as a tool to facilitate communication between all personnel and the pest control technician. *All* pest sightings should be reported in the logs and should include specific information as to the location and type of pest, if known. Whenever possible, a sample of the insect will be provided to the pest control technician for identification purposes.

Monitoring

Service call/monitoring inspections will be limited to *list specific areas that will be inspected - (i.e.; kitchen, kitchen storage, dish room, laundry room, cafeteria, employee lounge, custodial closets, locker rooms, laundry room, main office, hallways on ground and main floors, boiler room)* and the perimeter of the building unless pest activity or sightings in other areas have been reported in the pest sighting log.

Glueboards will be used for the duration of the IPM program to monitor pest populations and activity. They will be placed in areas where pest activity has been identified or is likely to occur. The dates of installation and servicing will be indicated on each monitor and the pest control technician will create diagrams or maps indicating their placement. The diagrams will be maintained as part of the pest control company’s service record. Visual inspections of the glueboards will help the pest control technician to identify specific areas of infestation, if any, and assess the need for further action. The glueboards will be placed as follows;

List specific areas - (i.e.; Kitchen & Dish Room - 29 traps, Kitchen Storage - 8 traps, Laundry Room - 2 traps, Cafeteria - 1 trap (Under the vending machine), Employee Lounge - 3 traps, Mens Locker Room - 2 traps, Women’s Locker Room - 2 traps, Laundry - 2 traps, Custodial Closets - 2 traps, Main Office - 6 traps and Boiler Room - 8 traps.) The pest control technician may also use flushing agents such as _____ or _____ as an inspection tool during monitoring visits.

PESTS

Cockroaches

Due to the fact that German cockroaches can reproduce rapidly, have been attributed to causing asthma and are known to translocate bacteria and viruses to food and preparation surfaces, their control will be a high priority. Other cockroach species are also of concern and measures will be taken to reduce or eliminate their populations whenever possible.

Close and careful attention should be given to eliminating conditions that are conducive to pest infestation. All pests need food, moisture and harborage. By eliminating one or more of these, it is more difficult for pests to survive. Also, pests reproduce at a slower rate when conditions are not conducive for their survival.

Food, paper goods and other supplies should be visually inspected upon arrival for cockroach infestation. Cockroaches will often hide in the corrugation of cardboard boxes. Supplies should be unpacked and stored properly and their shipping cartons disposed of as soon as possible.

Sanitation and elimination of moisture sources is also an important factor in cockroach control. Areas where food is prepared and consumed should be swept or vacuumed daily. Particular attention should be given to areas underneath counters and appliances. Food residue should be washed off of any preparation surface or equipment. Grease residues should also be eliminated as much as possible as it is a food source and will render some pesticides ineffective. Bulk foods should be stored in tightly covered bins. Moisture sources should be eliminated as much as possible by repairing faucets, drying sinks and counters at the end of each day.

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SCHEDULE 1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (GENERAL)

Sample for Light to Moderate Cockroach Population:

If 3-5 cockroaches are observed during any monitoring visit in any one area, bait such as _____, _____ or _____ will be placed according to the product label recommendations. The bait will be utilized along with glueboards for monitoring purposes and will be replaced as needed during regular monitoring inspections.

****Note:** Pesticide baits could be used for monitoring purposes in situations where no cockroaches have been observed but the likelihood of infestation is greater (i.e.; institutional kitchen). The amount of bait consumed will indicate pest activity and will be the first step to control the problem.

Sample for Moderate Cockroach Population:

Due to moderate to heavy infestation of cockroaches (6-10 cockroaches observed in one area), an intensive crack and crack & crevice treatment will be performed using _____ or _____. Bait stations will be placed throughout the infested area once the crack & crevice application has been completed. Glueboards will also be used for monitoring purposes. Bait stations may be applied in adjoining rooms where conducive conditions may also exist. The infested area will be re-inspected weekly and baits and glueboards will be replaced as needed. If the pest population has not decreased after six weeks have passed, re-treatment may be performed. Every effort must be made by the facility to eliminate conditions that are conducive to infestation.

****Note:** It is imperative that recommendations made by the pest control company be implemented as soon as possible. The recommendations are likely to include improving sanitation, modifying storage practices or caulking cracks or voids where cockroaches may hide.

Sample for Heavy Cockroach Infestation:

Due to heavy cockroach infestation (10+cockroaches observed in one area during inspection) an intensive crack and crevice treatment will be performed using _____ or _____. A _____ or dust may also be applied to ceiling, wall and/or floor voids. Treated voids should be patched/plugged/caulked as soon as possible to eliminate harborage sites. Consideration will be given to applying a _____ fogging insecticide in conjunction with the other pesticides listed. Glueboards will be placed appropriately for monitoring purposes. The area will be monitored weekly and re-treatment may be performed if the cockroach population remains high. Once the intensive treatments have been completed, _____ or _____ bait will be placed in the area according to pesticide label directions. The infested area will be re-inspected weekly and baits and glueboards will be replaced as needed.

Implementation of these pest control methods will require written consent of the responsible individual (COR).

****Note:** This type of treatment, particularly fogging, may only be appropriate in areas where there is an absolute zero tolerance for infestation and speed of control is essential (i.e.; hospital operating room).

Ants

Ants and many other pests can be excluded by caulking and patching cracks and voids in the walls, floors and sidewalks. Branches of trees and shrubs should be trimmed away from the building to eliminate pest access. Organic matter, wood debris and other trash should be raked away from the foundation wherever possible. If ants are seen within the building, they will usually be foraging for food. The pest control technician will properly identify the pest ant species and any conditions that may be conducive to infestation. Proper identification will enable the pest control technician to determine appropriate measures of control for the particular ant species. Also, the pest control technician will attempt to locate nest location(s). Written recommendations will be made to correct conducive conditions. Depending upon the ant species and where they are seen, bait stations such as _____ or _____ may be utilized within the building.

Ants outside of the building may be treated using baits such as _____ or _____, however, steps should be taken to eliminate conducive conditions as much as possible.

A crack & crevice application of a _____ or _____ dust may be made in walls or other voids only if it has been determined that ants are nesting in a particular location.

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SCHEDULE 1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (GENERAL)

Occasional Invaders & Bees/Wasps

Pesticide applications will not be performed to control occasional invaders unless they present an immediate health hazard or are unduly disruptive. The pest control technician will identify the pest and make recommendations to correct conditions that are conducive to infestation. Pests that are occasional invaders may include drain flies, fungus gnats, earwigs, spiders, sowbugs and centipedes. They can usually be controlled by improving sanitation and removing organic debris which will reduce their food supply. Elimination of moisture sources is also helpful.

Pests that may pose an immediate health threat such as bees and wasps will be treated using a _____ or spray product. _____ or _____ dust may be used where nests are located underground or in a wall void.

Complaints of unseen biting insects will be investigated, however, no pesticide will be applied unless the pest has been identified and no other pest control options are available.

Stored Product Pests

Stored product pests can usually be controlled with proper sanitation, storage and inventory control. Products should be stored in clean airtight containers. The products should be checked frequently for signs of infestation and disposed of if infested.

A crack and crevice application of _____ or _____ may be applied if it is determined by the pest control technician and COR that residual control would be beneficial.

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SCHEDULE 1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (GENERAL)

Pesticide Plan

Pesticides may be applied if pest populations exceed an acceptable level. Priority is given to those pesticides having the lowest toxicity, taking into consideration the method and frequency of application and the risk of exposure to building occupants. Pesticides selected for possible use are as follows;

1. **First Choice** (Products having the lowest toxicity and/or least risk of exposure based on the formulation, method and frequency of application.)

Flushing Agents

a) _____ b) _____ c) _____

Baits

a) _____ b) _____ c) _____

Dusts

a) _____ b) _____ c) _____

Crack & Crevice Sprays

a) _____ b) _____ c) _____

Rodenticide (*Outdoor use only*)

a) _____ b) _____ c) _____

2. **Second Choice** (Products having moderate toxicity and/or risk of exposure based on the formulation, method and frequency of application.)

Crack & Crevice Sprays

a) _____ b) _____ c) _____

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (GENERAL)

3. **Third Choice** (Products having moderate to high toxicity and/or risk of exposure based on the formulation, method and frequency of application.)

*** USE OF ANY THIRD CHOICE PESTICIDE PRODUCT REQUIRES WRITTEN APPROVAL OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) PRIOR TO APPLICATION**

Spot Treatments (Surface treatment to an area no larger than 2 square feet)

a) _____ b) _____ c) _____

General Sprays or Fogs

a) _____ b) _____ c) _____

Rodenticides (Indoor use only)

a) _____ b) _____ c) _____

An appraisal of this IPM program will be conducted bi-monthly by responsible individual (COR) and name of pco representative. A determination will be made as to the effectiveness of the program and revisions will be made to correct potential problems.

15PSX0019
SCHEDULE 2

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (RODENT)

The Department of Environmental Protection has developed this model plan to assist with the development of comprehensive integrated pest management programs at state departments, agencies and institutions as outlined in Connecticut General Statutes Section 22a-66l. Integrated Pest Management (IPM) is defined as the use of all available pest control techniques including judicious use of pesticides, when warranted, to maintain a pest population at or below an acceptable level, while decreasing the unnecessary use of pesticides.

The primary goal of IPM is to reduce the amounts of pesticides applied by using alternative methods of pest control which may include structural maintenance, sanitation and mechanical or biological control. These methods will help to eliminate conditions that are favorable to pest infestation, making their survival more difficult.

Please consult with your pest control provider or the DEP Pesticide Management Program for technical assistance if needed.

Section 22a-66l of the Connecticut General Statutes states:

(a) Each state department, agency or institution shall use integrated pest management at facilities under its control if the Commissioner of Environmental Protection has provided model pest control management plans pertinent to such facilities.

(b) Each state agency which enters into a contract for services for pest control and pesticide application may revise and maintain its bidding procedures to require contractors to supply integrated pest management services.

(c) The Commissioner of Environmental protection shall annually review a sampling of state department, agency or institution pest control management plans required by regulations adopted under section (e) of this section and may review any application of pesticides to determine whether a state department agency, or institution acted in accordance with subsection (a) of this section.

(d) The Commissioner of Environmental Protection may provide model pest control management plans which incorporate integrated pest management for each appropriate category of commercial pesticide certification which it offers. The commissioner shall, within available resources, notify municipalities, school boards, and other political subdivisions of the state of the availability of the model plans for their use. The Commissioner of Environmental Protection shall consult with any state agency head in the development of any such plan for properties in the custody or control of such agency head.

(e) The Commissioner of Environmental Protection, in consultation with the Commissioner of Public Health, shall adopt regulations in accordance with the provisions of chapter 54 establishing requirements for the application of pesticides by any state department, agency or institution. Such regulation shall include provisions for integrated pest management methods to reduce the amount of pesticides used. Notwithstanding the provisions of this section and any regulations adopted under this section, a pesticide may be applied if the Commissioner of Public Health determines there is a public health emergency or the Commissioner of Environmental Protection determines that such application is necessary for control of mosquitoes.

(f) The Commissioner of Environmental Protection shall develop and implement a program to inform the public of the principles of integrated pest management and to encourage its application in private properties.

The Department of Environmental Protection is an equal opportunity/affirmative action employer, offering its services without regard to race, color, regional/national origin, age, sex or disability. In conformance with the Americans with Disabilities Act, the DEP makes every effort to provide equally effective services for persons with disabilities. Individuals with disabilities needing auxiliary aids or services should call (860) 424-3333.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (RODENT)

**Sample Integrated Pest Management Plan For
Rodent Control**

Facility: Name, Address Telephone Number

Rodents to be Controlled

For the purposes of this program, rodent control refers to commensal rodents such as the Norway rat, roof rat, house mouse, deer mouse and white-footed mouse. Squirrels, chipmunks, woodchucks, muskrats and other non-commensal rodents and similar species are specifically excluded.

General

Facility Name will be inspected by name of the pest control company (PCO) for the purpose of identifying potential problem areas that may be contributing to rodent infestation within the facility, making recommendations for corrective measures that should be implemented and developing a comprehensive integrated pest management (IPM) plan. The IPM plan will utilize all methods of rodent control which may include structural maintenance, sanitation, monitoring for rodent populations, mechanical and biological control and the judicious use of pesticides. These methods will help to eliminate food, moisture and harborage for rodents, making their survival more difficult. Pesticides will not be applied on a routine basis, however, they may be used as a tool to maintain rodent populations at or below an acceptable level. The selection of pesticides that may be used will be based on a pre-determined hierarchy which will utilize least toxic products as first choice. Proper implementation of this program will reduce the volume, toxicity and frequency of pesticide applications, thereby reducing the risk of potential exposure of building occupants who may be sensitive to their use.

The PCO and name of responsible individual - Contracting Officer's Representative (COR) shall meet to discuss areas that have been problematic or sensitive. (i.e., operating rooms, prisons or areas where there is a history of high pest pressure) Areas that are sensitive to pesticide use will also be discussed. (i.e., daycare areas, elderly residence, work area of sensitive employees, etc.)

Once these areas have been identified, the PCO and COR will discuss various rodent control options and determine the speed of control necessary as well as threshold/action levels based on population and species.

Recommendations

Name of PCO will submit recommendations for corrective measures in writing to Name of (COR) prior to the application of any pesticides. He/she is responsible for scheduling and coordinating structural maintenance of the facility and will act on the recommendations as soon as possible. He/she will report in writing which recommendations will not be followed and state the reasons if no action is to be taken as required by RCSA Sec.22a-66i-1(c). Otherwise, all IPM methods that are recommended will be followed.

Pest control services will be supervised by name & certification number, and performed by name & certification number(s) of name of pest control company & business registration number. The IPM program will begin on date with six weekly visits in order to start the program. Subsequent service calls will be performed twice a month or as needed depending upon pest pressure. Service calls will be scheduled on Day of week & approx. time and will include a visual inspection of potential problem areas and all monitoring devices, application of pesticides where pest populations exceed their threshold level. Records will be completed at the conclusion of each service call and will include written recommendations of corrective measures that need to be made by building maintenance personnel. A member of the custodial staff should be available to allow the pest control technician to access areas that may be locked.

15PSX0019
SCHEDULE 2

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (RODENT)

Records

The pest control technician will indicate pest problem areas and provide written recommendations for structural, sanitary or procedural modifications on “Pest Control Service Record and Pest Inspection Report” forms or substantially similar substitute. These forms will be kept in a file that will be maintained in responsible individual(COR) office. He/she will act as a liaison between the pest control company and department supervisor(s) and will be responsible for notifying the appropriate personnel of corrective actions that are needed (i.e., sanitation).

Pest sighting report logs provided by name of PCO will be reviewed by the pest control technician at the beginning of each service call. The log will be maintained in responsible individual (COR) office and will serve as a tool to facilitate communication between all personnel and the pest control technician. **All** rodent sightings should be reported in the logs and should include specific information as to the location and type of rodent, if known. Whenever possible, a sample (animal or fecal) will be provided to the pest control technician for identification purposes.

Monitoring

Service call/monitoring inspections will be limited to list specific areas that will be inspected - (i.e., kitchen, kitchen storage, dish room, laundry room, cafeteria, employee lounge, custodial closets, locker rooms, laundry room, main office, hallways on ground and main floors, boiler room) and the perimeter of the building unless activity or sightings in other areas have been reported in the pest sighting log.

Non-toxic glue boards and non-toxic bait blocks placed in tamper proof bait stations will be used for the duration of the IPM program to monitor rodent populations and activity within the facility. Non-toxic tracking powder may also be utilized as a monitoring tool. They will be placed in areas where rodent activity has been identified or is likely to occur. The dates of installation and servicing will be indicated on each monitor and the pest control technician will create diagrams or maps indicating their placement. The diagrams will be maintained as part of the pest control companies service record. Visual inspections of the glueboards and bait stations will help the pest control technician to identify specific areas of infestation, if any, and assess the need for further action. The glueboards and bait stations will be placed as follows;

List specific areas - (i.e., Kitchen & Dish Room - 20 glueboards + 2 bait stations, Kitchen Storage - 8 glueboards + 2 bait stations, Laundry Room - 2 glueboards, Cafeteria - 1 glueboard (Under the vending machine), Employee Lounge - 4 glueboards, Mens Locker Room - 2 glueboards, Women's Locker Room - 2 glueboards, Laundry - 2 glueboards, Custodial Closets - 2 glueboards, Main Office - 6 glueboards and Boiler Room - 8 glueboards + 2 bait stations.)

Rodents

In addition to structural damage, mice and rats are known to spread organisms such as Salmonella bacteria, eggs of the tapeworm, Hantavirus and Leptospirosis, to name a few. They reproduce an average of 4-8 times per year. They can reproduce more often when conditions are favorable. Litters average 4-12 young. Rodents, particularly Deer Mice, will hoard food. This is an important fact to consider if baits will be utilized for their control. Pelleted, seed or loose meal bait will only be used for outdoor applications and placed in a manner to limit the risk of exposure to unprotected persons and non-target animals. Bait blocks will be anchored properly to prevent mice from carrying bait off to another location.

Norway Rats

Norway rats are much larger than mice, usually brown with scattered black. Their tails are shorter than the head and body. They will build a nest of soft materials in and around lower floors of buildings and foundations in burrows, crawl spaces and underneath/behind stationary objects. Rats will range an average of 100-175 feet from their nesting area. They may range farther if food is limited. They are omnivorous, preferring food with a high carbohydrate and protein content. They need water on a daily basis in order to survive. Norway rats will prey upon mice, therefore, they are usually not found living in the same area of a building.

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MODEL IPM –PEST CONTROL (RODENT)

House Mice

House mice are small, light brown to light gray in color with smooth fur. Their tails are longer than their head and body. Mice will nest in walls, ceiling voids, cabinets, drawers, appliances, furniture etc. They usually nest close by to their food source, with an average range of 10-35 feet. They do not need water on a daily basis. House mice are omnivorous, however, they prefer seeds and grains.

Deer Mice

Deer mice, known vectors of hantavirus, will also enter houses, garages and other structures particularly as cold weather approaches. They are a reddish brown with a white chest and white feet. Their nests are usually underground, however, they will construct nests above ground in areas similar to the House mouse. Deer mice normally breed during spring and fall, however, they will breed more frequently under favorable conditions. They prefer to feed on nuts, seeds, berries and insects.

Hantavirus

Building maintenance and custodial staff should always take appropriate precautions to protect themselves against hantavirus. Documented cases of hantavirus have occurred mostly in the Southwestern United States, however, two cases have been documented in the Northeast, one in New York and one in Rhode Island. Infected rodents shed virus in saliva, urine and feces. Hantavirus can be transmitted to humans through inhalation of rodent excretions when disturbed, directly introduced into broken skin, introduced onto the conjunctivae, or, possibly ingested through consumption of contaminated food or water. Hantavirus has also been transmitted through rodent bites.

Areas of rodent infestation should be cleaned according to recommendations made in appendix A - Clean-up of Rodent Contaminated Areas.

***Refer to Appendix A for Hantavirus Risk Reduction Recommendations.*

Prevention

In an effort to prevent and eliminate rodent populations, it is important that conditions favorable to their survival be reduced as much as possible or eliminated.

- ◆ Action should be taken to mouse proof the facility by plugging holes in the foundation and walls. Steel wool can be used as a temporary patch while waiting for permanent repair to be done. (*Attention should be given to utility tunnels and areas where sewers and drains enter a building.*)
- ◆ Water runoff should be directed away from the building. Drains should be screened with ½" hardware cloth to prevent rodent access and kept free of debris to reduce puddling of water.
- ◆ Weather-stripping on doors should be repaired or replaced to reduce gaps to less than 1/4". Exterior doors should have automatic closing mechanisms installed and remain closed at all times. Loading dock areas should be clean, free of debris and doors should remain closed as much as possible.
- ◆ Trees, shrubs, vines and brush should be trimmed away from the building at least 12-18" to allow access for the pest control technician to monitor and place traps and bait stations if necessary. Grass should be mowed and trimmed.
- ◆ Dumpsters should be in good condition with all doors closed and drain holes capped. They should be located away from the building on a paved surface. Trash should be contained.
- ◆ Storage areas should be managed using a first in first out program. Inventory should be elevated on pallets or shelving that is 12" or more away from any wall.
- ◆ Areas where rodent feces are found should be identified in the pest sighting log. Taking proper precautions to protect against hantavirus infection as described in Appendix A, the area should be disinfected and vacuumed with a HEPA filter vacuum cleaner. This will help the pest control technician to determine if the infestation is ongoing by whether or not new feces are found after the area has been cleaned.

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Control Methods

Non-toxic glue boards will be used to trap and monitor for rodent populations within the building. Non-toxic baits and/or non-toxic tracking powder may also be utilized to monitor for rodent activity. Multiple catch traps and/or snap traps may be used if there is evidence of increased infestation or if *five* or more rodents are trapped on any inspection. If used, they will be placed in areas where they cannot be tampered with.

If populations cannot be suppressed otherwise, _____ or _____ bait will be placed in tamper proof rodent bait stations. The bait stations will be placed only in areas where they are not accessible to children, pets, wildlife or domestic animals. Written approval will be obtained from responsible individual (COR) prior to their use.

If bait stations are used, they will be attached or anchored to discourage disturbance by non-authorized personnel. Each station will be labeled with the name and address of the pest control company and the dates of installation and servicing will be indicated. The pest control technician will create diagrams or maps indicating the placement of bait stations which will be maintained as part of the pest control companies service record.

The pest control technician will fill burrows that are located around the perimeter of the building. On the next inspection the pest control technician may place _____ or _____ bait in reopened burrows, filling them in to protect and conceal the bait. Retreatment will be performed as burrows reappear.

Poison tracking powder may be utilized by placing dust into wall voids or other concealed areas that are not treatable by any other means. Placement of poison tracking powder in tracking powder stations may also be considered if other baiting methods have not been successful due to bait shyness or resistance. Careful consideration will be given to their use with regard to the potential for exposure to building occupants and/or non-target animals, air movement and moisture levels.

**Written approval will be obtained from responsible individual (COR) prior to their use.

Poison tracking powder must not be used in areas where;

- ◆ utility personnel, building construction personnel or remodelers may inadvertently or unknowingly contact the powder at any future time.
- ◆ there is any risk of rodents tracking the powder onto exposed food or food preparation surfaces
- ◆ tracking powder can be blown by drafts, air currents or utility motor fans
- ◆ there is a danger of the powder drifting or falling onto potentially sensitive areas (ledges, suspended ceilings)

Use of liquid baits may be appropriate in situations where the supply of water is scarce or nonexistent. Only tip resistant professional liquid baiting containers will be used if this method of baiting is employed. Consideration will be given to environmental factors such as heat or cold. Placement of the containers will be determined based on the risk of exposure to people or non-target animals and spilling or splashing liquid bait in areas sensitive to exposure and contamination.

**Written approval will be obtained from responsible individual (COR) prior to their use.

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MODEL IPM –PEST CONTROL (RODENT)

Pesticide Plan

Pesticides may be applied if rodent populations exceed an acceptable level. Priority is given to those pesticides having the lowest toxicity, taking into consideration the method and frequency of application and the risk of exposure to building occupants. Pesticides selected for possible use are as follows;

1. **First Choice** (Products having the lowest toxicity and/or least risk of exposure based on the formulation, method and frequency of application.)

Rodenticide (Outdoor use only)

a)_____ b)_____ c)_____

2. **Second Choice** (Products having moderate toxicity and/or risk of exposure based on the formulation, method and frequency of application.)

Rodenticide (Indoor Use - Do not include any formulation that may be trans-located)

a)_____ b)_____ c)_____

Rodenticide (Outdoor Use - Do not include any formulation that may be trans-located)

a)_____ b)_____ c)_____

3. **Third Choice** (Products having moderate to high toxicity and/or risk of exposure based on the formulation, method and frequency of application.)

*** USE OF ANY THIRD CHOICE PESTICIDE PRODUCT REQUIRES WRITTEN APPROVAL OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) PRIOR TO APPLICATION**

Rodenticide (Indoor Use)

a)_____ b)_____ c)_____

Rodenticide (Outdoor Use)

a)_____ b)_____ c)_____

Rodenticide (Tracking Powder)

a)_____ b)_____ c)_____

Rodenticide (Liquid Baits)

a)_____ b)_____ c)_____

An appraisal of this IPM program will be conducted *quarterly* by *responsible individual (COR)* and *name of PCO representative*. A determination will be made as to the effectiveness of the program and revisions will be made to correct potential problems. Revisions may include re-implementation of IPM methods already utilized and/or implementation of IPM techniques which have not been utilized.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MODEL IPM –PEST CONTROL (RODENT)

Appendix B
Hantavirus Risk Reduction Recommendations

Adapted From
Morbidity and Mortality Weekly Report
Recommendations and Reports
July 30, 1993, Volume 42, Number RR-11

Clean-up of Rodent Contaminated Areas

- ◆ Persons involved in the clean-up should wear rubber or plastic gloves
- ◆ Spray dead rodents, rodent nests, droppings, or foods or other items that have been tainted by rodents with a general-purpose household disinfectant. Soak the material thoroughly, and place in a plastic bag or vacuum with a HEPA filter vacuum cleaner. When clean-up is complete (or when the bag is full), seal the bag, then place it into a second plastic bag and seal. Dispose of the bagged material by burying in a 2-to 3-foot deep hole or by burning. If these alternatives are not feasible, contact the local or state health department concerning their appropriate disposal methods.
- ◆ After the above items have been removed, mop floors with a solution of water, detergent, and disinfectant. Spray dirt floors with a disinfectant solution. A second mopping or spraying of floors with a general-purpose household disinfectant is optional. Carpets can be effectively disinfected with household disinfectants or by commercial grade steam cleaning or shampooing. To avoid generating potentially infectious aerosols, do not vacuum or sweep dry surfaces before mopping.
- ◆ Disinfect countertops, cabinets, drawers, and other durable surfaces by washing them with a solution of detergent, water, and disinfectant, followed by an optional wiping down with a general-purpose household disinfectant.
- ◆ Rugs and upholstered furniture should be steam cleaned or shampooed. If rodents have nested inside furniture and the nests are not accessible for decontamination, the furniture should be removed and burned.
- ◆ Launder potentially contaminated bedding and clothing with hot water and detergent. (Use rubber or plastic gloves when handling the dirty laundry. Before removing the gloves, wash gloved hands in a general household disinfectant and then in soap and water. A hypochlorite solution prepared by mixing 3 tablespoons of household bleach in 1 gallon of water may be used in place of a commercial disinfectant. When using the chlorine solution, avoid spilling the mixture on clothing or other items that may be damaged. Thoroughly wash hands with soap and water after removing the gloves.

Precautions for Workers in Affected Areas Who are Regularly Exposed to Rodents

- ◆ A baseline serum sample, preferably drawn at the time of employment, should be available for all persons whose occupations involve frequent rodent contact. The serum sample should be stored at -20C.
- ◆ Workers in potentially high-risk settings should be informed about the symptoms of the disease and be given detailed guidance on prevention measures.
- ◆ Workers who develop febrile or respiratory illness within 45 days of the last potential exposure should immediately seek medical attention and inform the attending physician of the potential occupational risk of hantavirus infection. The physician should contact local authorities promptly if hantavirus associated illness is suspected. A blood sample should be obtained and forwarded with the baseline serum through the state health department to the Centers for Disease Control for hantavirus antibody testing.

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- ◆ Workers should wear a half-face air-purifying (or negative pressure) respirator or a PAPR equipped with HEPA filters when removing rodents from traps or handling rodents in an affected area. Respirators (including positive pressure types) are not considered protective if facial hair interferes with the face seal, since proper fit cannot be assured. Respirator use practices should be in accord with a comprehensive user program and should be supervised by a knowledgeable person.
- ◆ Workers should wear rubber or plastic gloves when handling rodents or traps containing rodents. Glove should be washed and disinfected before removing them as described above.
- ◆ Traps contaminated by rodent urine or feces or in which a rodent was captured should be disinfected with a commercial disinfectant or bleach solution. Dispose of dead rodents as described above.

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Pest Control Inspection Report

Service Location	Servicing Company

Date: / /	Supervisor:	Certification No.
Time In: Out:	Technician:	Certification No.

Specific Recommendations/Actions Needed *(See also - inspection report)*

Pest Monitoring Report		
Location	Activity Noted	Replacements / Actions

Pesticide Application Record:			
Pesticide Applied	Amount Applied	Target Pest	Area Treated

Pest Inspection Report

Service Location: _____

Exterior

Sanitation

<i>Pests Present</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Perimeter of building; kept free of vegetation, debris, clutter</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Exterior/structure; in good repair, windows/doors/screens in good repair, holes and cracks repaired and/or caulked</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Dumpster area; neat, contained, not overflowing, doors closed</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Loading dock; free of debris, doors closed</i>

Comments/Actions Needed: _____

Kitchen

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Walls/ceilings; clean, free of grease, mold, etc.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Floors; clean including underneath appliances, free of grease residue, food particles</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Food prep area; sanitary, cleaned daily, no food left out or accessible</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Food processing equipment including ovens, fryers & grills; cleaned frequently, free of food and grease residue, well maintained</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Refrigeration units; clean interiors, proper storage containers, no items stored on top/along side</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Dishwashing area; clean, no dirty dishes/utensils left unattended, no leaks/puddles</i>

Comments/Actions Needed: _____

Other

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Trash area; free of debris, trash properly stored, receptacles frequently cleaned</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Storage areas; items elevated off the floor, away from the wall, removed from cartons</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Dining areas; tables/floors clean, free of food debris, condiment/salad bar clean</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Restrooms; sanitary, floors, sinks, counters clean, no leaking faucets, drains, etc.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Classrooms; neat, clutter free, no food stored or left out</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Locker rooms; clutter free, showers/drains cleaned, no leaks/puddles</i>

Comments/Actions Needed: _____

Inspector: _____ Date: _____ Next Scheduled Inspection: _____

Client Agency Signature: _____

Project: Integrated Pest Mangement And Control For All Agencies, Municipalities, Political Subdivision, Departments Of Educationa And Not For Profit Organizations

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

S 20258

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

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

Project Number:

Town: Statewide

Project: Integrated Pest Mangement And Control For All Agencies, Municipalities, Political Subdivision, Departments Of Educationa And Not For Profit Organizations

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.30	3.09
Baker	\$14.94	4.49
Bartender	\$9.52	2.86
Boiler Tender	\$27.09	8.13
Carpenter, Maintenance	\$23.44	7.04
Cashier	\$10.14	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$14.70	5.70 + a
Cleaner, Light** Hired after July 1, 2009	\$14.40	5.70 + a
Cleaner, Vehicles	\$11.34	3.40
Cook I	\$14.28	4.29

As of: Wednesday, March 04, 2015

Project: Integrated Pest Mangement And Control For All Agencies, Municipalities, Political
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Cook II	\$15.54	4.67
Counter Attendant	\$10.30	3.09
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.01	7.80
Elevator Operator	\$12.12	3.64
Fast Food Shift Leader	\$10.32	3.10
Fast Food Worker	\$9.38	2.81
Food Service Worker	\$11.14	3.35
Furniture Handler ~ Hired prior to July 1, 2009	\$13.89	5.70 + a
Furniture Handler**Hired after July 1, 2009	\$14.80	5.70 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$19.82	5.95
Guard I	\$13.99	4.20
Guard II	\$19.25	5.78
Housekeeping Aide	\$13.33	4.00
HVAC	\$23.58	7.07

As of: Wednesday, March 04, 2015

Project: Integrated Pest Mangement And Control For All Agencies, Municipalities, Political Subdivision, Departments Of Educationa And Not For Profit Organizations

Janitor* ~ Hired prior to July 1, 2009	\$14.48	5.70 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.17	6.96
Maid or Houseman	\$12.28	3.69
Meat Cutter	\$19.53	5.86
Painter, Maintenance	\$22.30	6.69
Parking Lot Attendant	\$10.64	3.20
Pest Controller	\$15.45	4.63
Pipefitter, Maintenance	\$28.15	8.45
Plumber, Maintenance	\$26.57	7.98
Presser, Hand	\$10.30	3.09
Presser, Machine, Drycleaning	\$10.30	3.09

As of: Wednesday, March 04, 2015

Project: Integrated Pest Mangement And Control For All Agencies, Municipalities, Political
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Presser, Machine, Shirts	\$10.30	3.09
Presser, Machine, Wearing Apparel, Laundry	\$10.30	3.09
Refuse Collector	\$15.76	4.73
Sheet Metal Worker, Maintenance	\$25.58	7.68
Stationary Engineer	\$27.09	8.13
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$22.21	6.67
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.47	4.95
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$14.42	4.33
Ventilation Equipment Tender	\$21.78	6.54
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.21	3.37
Window Cleaner ~ Hired prior to July 1, 2009	\$14.62	5.70 + a
Window Cleaner** Hired after July 1, 2009	\$18.73	5.70 + a

As of: Wednesday, March 04, 2015

Project: Integrated Pest Mangement And Control For All Agencies, Municipalities, Political Subdivision, Departments Of Educationa And Not For Profit Organizations

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

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

~FOOTNOTES~

Health and Welfare \$5.70 per hour on January 1, 2015.

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

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

As of: Wednesday, March 04, 2015

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

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

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

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

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

- (1) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts,

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SCHEDULE 5

penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.

The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.