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

Melissa Marzano
Contract Specialist

860-713-5051
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:
16PSX0194
Contract Award Date:
21 November 2016
Bid Due Date:
17 November 2016

CONTRACT AWARD

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

DESCRIPTION: **Custodial Services for DCF Facility located at 1 Long Wharf Drive Suite #121, New Haven**

FOR: **Department of Children and Families**

TERM OF CONTRACT: **December 1, 2016 through November 30, 2019**

AGENCY REQUISITION NUMBER: DCFM1 - 1936

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
NA	**$150,102.60 (Est.)**	NA	**$150,102.60 (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.

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

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

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

CONTRACTOR INFORMATION:

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

Company Name: **CT Community Nonprofit Alliance, Inc.**

Company Address: **35 Cold Spring Road, Suite 522, Rocky Hill, CT 06067**

Tel. No.: **860-257-7909** *Fax No.:* **860-257-7777** *Contract Value:* **$150,102.60 (Est.)**

Contact Person: **Kirk Springsted**

Company E-mail Address and/or Company Web Site: **kspringsted@ctnonprofitalliance.org** **www.ctnonprofitalliance.org**

Certification Type (SBE,MBE or None): **SBE** *Agrees to Supply Political Sub-Divisions:* **No**

Prompt Payment Terms: **0% 00 Net 30**

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: **MELISSA MARZANO**

Title: Contract Specialist

Date:

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

DESCRIPTION OF GOODS AND SERVICES:

I. Scope

The Contractor shall provide custodial services as described herein (the "Services") for the Department of Children and Families ("DCF") located at 1 Long Wharf Drive # 121, New Haven, CT (the "Facility").

The estimated square footage per floor is:

- 1st floor = 5,887 sq. ft.
- 3rd floor = 5,958 sq. ft.
- 4th floor = 19,846 sq. ft.
- 5th floor = 13,411 sq. ft.

II. Services

A. The Contractor shall thoroughly complete the Services as described in detail in the Contract and as scheduled in the Cleaning Services Task List, attached as Exhibit E, in a professional manner, using quality equipment and materials that conform to all current Federal, State and local regulations.
B. The Contractor shall ensure that the Facility at all times conforms to the level of cleaning indicated in the Tasks Procedure Section XX of this Exhibit to ensure that the Facility is uniformly clean, hygienic and pleasing to the eye.
C. The Contractor shall provide the labor, materials and equipment necessary for cleaning and maintenance, except as otherwise specified herein.
D. The Client Agency shall designate or assign a representative(s) to act on behalf of the Client Agency regarding all matters affecting the Services (the "Client Agency Designee"). The Client Agency shall identify the Client Agency Designee upon commencement of the Contract. Client Agency shall notify the Contractor in writing within (5) business days prior to any Client Agency Designee change. The Contractor shall notify the Client Agency Designee in writing within five (5) business days prior to any Contractor representative change.

III. Facility Access

A. The Contractor shall secure offsite parking for its employees. The State is not responsible for providing parking for Contractor's employees.
B. Client Agency Designee will provide the Contractor's on-site supervisor with building entry keys and/or key card or code access (collectively "Keys") as applicable. Only the Contractor's on-site supervisor will be authorized to lock or unlock doors for Contractor personnel. The Contractor is responsible for informing its employees of all security measures that must be adhered to. Any violations of such measures caused by Contractor or its employees will subject the Contractor to fines and/or cancellation of the Contract.
C. All Keys to the Facility will be furnished by the Client Agency Designee to the Contractor. Contractor shall sign a Key receipt form as provided by the Client Agency Designee. All Keys will remain the property of the State and will not be duplicated by the Contractor or its employees.

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The Contractor shall return all Keys to the Client Agency Designee upon request and at the end of the term of the Contract. If any Keys are not returned by Contractor, a charge for re-keying all affected locksets will be assessed against Contractor. The Contractor shall also assume the cost of re-keying buildings if Keys are lost or stolen by the Contractor or its employees or representatives.

D. Contractor shall report the loss of any Keys to the Client Agency Designee within two (2) hours after the Contractor or any of its employees or representatives are notified or become aware of such loss. Contractor shall accept full responsibility of such loss and expenses that may result including, but not limited to re-keying of the Facility. Failure of the Contractor to report the loss of any Keys or to accept full responsibility for any loss or expense in accordance with the terms of this provision will be grounds for immediate termination of the Contract.

IV. Security

A. The Contractor, at its own cost, shall complete a comprehensive background investigation of all employees assigned to the Contract at least forty eight (48) hours prior to the commencement of work by any employee. Background checks must detail employment history, arrest information and citizenship as well as any other information requested by Client Agency. The results of background checks must be submitted to the Client Agency Designee by Contractor immediately upon completion. In addition to the Contractor's background investigation, the Client Agency Designee will do a background investigations of Contractors' employees requiring each employee to complete the Authorization to Release Information form attached as Exhibit E to this Contract and incorporated herein. Client Agency may reject potential Contractor employees based upon background check results if Client Agency deems the presence of such employees to be detrimental to its best interest, the best interest of the general public or the State, or the best interest of occupants of the Facility.

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

C. The Contractor shall train its employees in the security requirements as described by the Client Agency Designee and will be responsible for enforcing the security rules as such rules apply to its employees. The Contractor shall train its employees with respect to emergency evacuation procedures as well.

D. Contractor shall provide picture identification badges for all employees. The badges will have the company name/logo, employee's photograph, name and signature. The badges will be worn by the employee at all times within the Facility. Contractor's employees will be instructed not to lend identification badges to another person.

E. The Contractor shall have all its employees sign the Confidentiality Agreement form attached as Exhibit F to this Contract upon employment. Completed forms shall be submitted to the Client Agency Designee prior to the start of any employee providing Services at the Facility.

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V. Limitations on Site

A. Neither the Contractor nor any of its employees or other personnel shall bring or use drugs or alcohol at the Facility or any other State property.
B. Neither Contractor nor any of its employees or other personnel shall bring any unauthorized personnel, including children, onto the Facility or any other State property.
C. The Contractor's staff shall not use any telephones, office equipment or any other personal property belonging to the State, the Client Agency Designee or any employee of the State.
D. In accordance with Executive Order #16 of Governor John G. Rowland, neither the Contractor nor any of its employees or personnel shall bring any guns, knives or other dangerous weapons, as identified by Client Agency Designee, onto the Facility or any other State property.
E. The Contractor's staff may not remove any recyclables from the Facility.

VI. Daily Log

The Contractor shall maintain and sign a daily logbook used by the Client Agency Designee to verify that the Services are completed each day and to record any concerns needing corrective action. The Contractor's on-site supervisor shall review this logbook at the beginning of each shift and shall ensure that noted corrections are made if corrections are Contractor's responsibility. If corrections are not Contractor's responsibility, then the on-site supervisor shall verify and note in the log book that such concerns have been forwarded to the Client Agency Designee.

VII. Quality Control Inspections

The Contractors representative shall conduct scheduled weekly inspections. The Contractor shall monitor the task schedule workflow and to ensure that the Client Agency's expectations are being met. The Contractors representative shall communicate all suggestions for improvement to the Client Agency Designee. The Contractor shall implement the suggestions for corrective action upon approval from the Client Agency Designee.

Inspections including the Client Agency

A. Once a month, at an agreed upon time by the parties, the Client Agency Designee and Contractor's representative will meet to inspect Services performed. The Contractor shall make a written list of any deficiencies brought to its attention by the Client Agency Designee and furnish a written report of such deficiencies to the Client Agency Designee within one (1) day following the inspection. Corrective work related to such deficiencies must be complete within five (5) days of the inspection. Failure of the Contractor's representative to attend any of the inspection(s) or provide the written reports will result in the generation of a Vendor Performance Report (as such term is defined herein).

B. In addition to the Monthly inspection, Client Agency Designee will be making unannounced inspections of the Facility. Should deficiencies be discovered, the Client Agency Designee will have the option to bring the deficiency to the Contractor's attention at the next weekly meeting

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or if the deficiency is deemed to be critical, call Contractor immediately. If such a call is made, the Contractor will have four (4) hours to make a job-site response. If job-site response and correction is not made to the satisfaction of the Client Agency Designee, procedures described in the Performance Monitoring section of this Contract will be followed.

VIII. Property Damage

The Contractor shall be responsible for the repair or replacement cost of any damage to State and or personal property caused by the use, misuse, or negligence of the Contractor or the Contractor's employees. Such damage(s) must be reported to Client Agency Designee in writing immediately upon discovery by Contractor.

IX. Performance Monitoring

A. Throughout the term of this Contract, Client Agency Designee and DAS may monitor the Performance of the Contractor. Client Agency Designee may notify the Contractor to correct any problem(s) and a Vendor Performance Report (a "Vendor Performance Report" or "Report") may be generated by Client Agency Designee through the DAS Biznet system to document any Performance issues. The Report will notify DAS and its applicable Procurement Services Contract Specialist or Purchasing Assistant regarding contractual breaches or poor Performance issues and will identify a Client Agency Designee proposed solution or cure and timeframe to rectify the breach or Performance issue.

B. Failure by the Contractor to comply with Client Agency Designee's proposed solution or cure within the timeframe specified in a Report may result in the generation of a Validated Report of Poor Performance or Noncompliance by DAS (a "Validated Report"), a copy of which will be provided by DAS to the Contractor.

C. After DAS receives a Vendor Performance Report, each specific incident will be addressed as follows:

i. The first Vendor Performance Report issued within an Evaluation Period (as such term is defined in the final paragraph of this section) will allow DAS, at its option, to investigate the Contractor for contractual breaches or poor Performance issues for the purpose of determining whether such breaches or poor Performance issues have occurred. DAS shall generate a Validated Report as a result of its investigation if appropriate. In the event a Validated Report is issued, the Contractor will have five (5) days from the date of issuance to cure any breaches or Performance issues.

ii. A second Vendor Performance Report resulting in a Validated Report within an Evaluation Period will, at the option of DAS, result in a conference involving the Contractor, Client Agency Designee and DAS. The Contractor will be given an opportunity to cure Performance issues identified in the Validated Report described in this paragraph within a timeframe set by Client

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Agency Designee in its sole discretion not greater than five (5) days from the issuance of the Validated Report described in this paragraph.

iii. A third Vendor Performance Report resulting in a Validated Report within an Evaluation Period may result in termination of the Contract at the discretion of the Client Agency Designee and DAS. The terminated Contractor shall be liable to the State of Connecticut for all additional costs incurred as a result if the termination.

D. In the event of termination, the Contractor shall immediately deliver to the Client Agency or the Client Agency Designee all keys, drawings, plans, sketches and specifications, any data pertaining to the Contract, and any unused material supplied to the Contractor by Client Agency Designee or any other representative of the State.

E. For purposes of this Contract, an "Evaluation Period" is defined as three (3) consecutive months (each an "Evaluation Period"). Specific incidents from one (1) Evaluation Period will not extend into another Evaluation Period. After two (2) consecutive Evaluation Periods, Client Agency Designee and DAS may review the results of the Contractor's performance and may, at the option of Client Agency Designee and DAS, revise the length of subsequent Evaluation Periods.

X. Assessment of Damages

A. In the event that the Contractor provides unsatisfactory service(s) or fails to comply with the terms of the Contract and such unsatisfactory service is remedied at the option of the Client Agency Designee and DAS by State employees or by third party contractors, Contractor shall pay to Client Agency the full amount expended to correct the deficiencies, as assessed by the Client Agency Designee or DAS.

B. In the event of any delays or deficiencies in the Contractor's Performance, Client Agency Designee and DAS reserve the right to assess damages in an amount equal to the cost to the State to rectify any delay or deficient Performance. Determination and assessment of such amounts due will be made by DAS in its sole discretion.

C. Any assessment of damages that is imposed upon the Contractor will be paid by the Contractor in the manner required by DAS.

XI. Consumable Goods

Contractor shall provide supplies and/or consumables, including but not be limited to trash receptacle liners, sanitary napkins, paper towels, toilet paper, hand soap, toilet seat liners, plastic liners (several different sizes), urinal enzyme screens with scented blocks, air fresheners, dispensers and batteries for dispensers. Paper consumables must meet the guidelines for minimum recycled content as determined by the United States Environmental Protection Agency at its website: http://www.epa.gov/. Contractor shall use cleaning products that comply with the provision of Conn. Gen. Stat. Section 4b-15a which must be "Green Seal" and/or certified EcoLogo "greenproducts."

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Green products are identified by EcoLogo on its website: http://www.ecologo.org/en/greenproducts/ Green products are identified by Green Seal on its website: http://www.greenseal.org/FindGreenSealProductsAndServices.aspx Contractor shall utilize all cleaning products in accordance with the manufacturer's stated directions. All cleaning products are subject to review and approval by Client Agency or DAS. The term "cleaning products" does not include any (1) Disinfectant, disinfecting cleaner, sanitizer or any other antimicrobial product regulated by the federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., or (2) product for which no guideline or environmental standard has been established by any national or international certification program approved by the Department of Administrative Services, or which is outside the scope of or is otherwise excluded under guidelines or environmental standards established by such national or international certification program.

XII. Chemicals and Supplies

Contractor shall purchase and issue all chemicals in their original containers. Chemicals/supplies that require precautionary warnings must have those warnings affixed to all containers as prescribed by law, regulation or ordinance. Labeling of containers of hazardous, toxic substances or waste must be in compliance will all Federal, State and Local laws, regulations and rules. Contractor shall only use germicidal disinfectants that bear a United States Environmental Protection Agency ("EPA") Registration Number.

XIII. Cleaning Equipment

Contractor shall furnish all cleaning equipment necessary to perform the Services, including but not limited to power drive floor scrubbing machines, back pack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners. Such equipment will be the size and type customarily used in work of this kind and no equipment will be used which is harmful to the Facility or its contents.

XIV. OSHA Compliance

Contractor shall comply with United State Department of Labor Occupational Safety and Health Administration (OSHA) guidelines. As such, Contractor shall:

A. Furnish to the Client Agency Designee copies of the Safety Data Sheets ("SDS") for all products used, within ten (10) business days after contract award date or prior to the utilization of product.
B. Supply employees with a first aid kit, per OSHA requirements and based on the number of employees.
C. Update SDS annually and submit them to the Client Agency Designee.
D. Comply with all applicable OSHA and EPA requirements related to the Performance of this Contract, including but not limited to safety, training, equipment, toxic and hazardous substances and labeling of chemical containers.
E. Comply with all applicable Federal and State safety laws and regulations to ensure a safe

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working environment.

XV. Schedules and Days of Operation

A. Contractor shall perform all Services Monday through Friday between the hours of 5:00PM and 10:00PM. Contractor and its employees and personnel shall sign in and out of the Facility on an approved time sheet provided by the Client Agency Designee. The work schedule attached as Exhibit E is based on a twelve (12) month period, identifying and delineating the time frames for the required work (e.g. weekly, monthly, semiannual and annual tasks) by the day of the week, the week and month. The State reserves the right to change schedules at any time to meet its requirements.

B. Unless otherwise directed, Contractor shall not provide any Services on the State holidays indicated below. Additionally if the State decides to close State buildings on any other day including but not limited to employee furloughs, Services will not be required or provided on the closure date, unless otherwise directed. The State shall provide Contractor with reasonable notice of building closures whenever possible.

STATE HOLIDAYS	
New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

XVI. Monthly Maintenance/Cleaning Calendar

The Contractor shall prepare a Monthly Maintenance/Cleaning Calendar that reflects the Tasks as indicated in Section XX below. The Contractor shall provide this calendar to the Client Agency Designee prior to the start of each month.

XVII. Contractor Training of Contractor Parties

The Contractor shall develop and provide an outline of the task requirements and any necessary training to meet those requirements to each work crew. If any task, described in this Exhibit and scheduled in accordance with Exhibit E, cannot be thoroughly completed within the Contract cleaning schedule time line identified in Exhibit E, the Client Agency Designee will be immediately notified.

XVIII. Contractor's Employees – Supervisors

Contractor shall provide on-site supervision. Contractor's supervisors shall be literate in the English language. Contractor's supervisors shall also be capable of communicating with all Contractors'

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employees in the event they do not speak English. Upon Client Agency Designee request, the Contractor shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than the custodians. The supervisor is required to be on-site during the entire shift and may devote a maximum of three (3) hours per shift to perform custodial tasks. At the discretion of the Client Agency, Contractor may be required to assign additional supervisory oversight as required to correct Performance problems.

In the event of the regularly assigned supervisor's absence, Contractor shall provide a substitute of equal or greater skill level. Contractor shall provide the name, title and cell phone number of the supervisor(s) to the Client Agency Designee.

XIX. Contractor's Employees

All crews necessary to Perform will be fully staffed at the commencement of this Contract. All personnel will receive close and continuing first line supervision by the Contractor. Contractor shall provide documentation at the request of the Client Agency Designee that demonstrates the employees have had adequate training in all necessary State, Federal and OSHA regulations. In addition, the Contractor's staff (including newly hired personnel) will be trained in fire safety, general hazards such as lead and asbestos and lead awareness, as well as in the proper mixing and applying of cleaning supplies. The Contractor shall provide all employees a work uniform with a patch displaying the Contractor's company logo, and such uniforms will not be dirty, stained or torn.

XX. Tasks Procedure

The Contractor shall perform the Services as described below and scheduled in accordance with Exhibit E.

1. Resilient Tile and Concrete/Hard Surface

Contractor shall:

A. Sweep floors with a treated dust mop to remove all dirt, dust, trash particles and other debris. Contractor shall utilize a synthetic mildly abrasive pad (or equivalent) to remove all scuff marks, scars, streaks, spills, stains, gum, tar and other foreign substances. Contractor may use a putty scraper with a metal blade to remove gum like substances.

B. After removing dirt, dust, trash particles and other debris, wet mop the floor, ensuring that the floors, walls, baseboards, corners, thresholds and adjacent surfaces are free of dirt, dust, marks, scars, streaks, spills, stains, gum, tar and other foreign substances, including those resulting from the splashing of the cleaning solution;

C. Use cleaning solutions appropriate for the type of floor surface and mix all cleaning solutions according to the manufacturer's directions; and

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D. Take all necessary precautions, including but not limited to the display of "wet floor" signs, to advise Facility users of wet or slippery floors.

2. Wood/Wood Parquet Floors

Contractor shall:

A. Remove any and all spills, standing water, or moisture by using a wet/dry vacuum or dry mop. The Contractor shall then sweep the floor utilizing a properly treated dust mop to remove dirt, dust trash, particles and other debris, ensuring that no oily film exists after completion.

B. Inspect the flooring to ensure that there are no loose or raised areas. If such areas are found, the Contractor shall immediately notify the Client Agency Designee.

C. Remove all scuff marks, scars, streaks, spills, stains, gum, tar and other foreign substance.

D. Use cleaning solutions appropriate for the type of floor surface and mix all cleaning solutions according to the manufacturer's directions; and

E. Take all necessary precautions, including but not limited to the display of "wet floor" signs, to advise Facility users of wet or slippery floors. Upon completion of the cleaning operation, the Contractor shall ensure that no area is more slippery than another and conversely that no area has more drag than another.

3. Interlocking Floor Mats

Contractor shall:

A. Vacuum interlocking floor mats thoroughly. Wet mop with germicidal cleaner using a well wrung mop to prevent moisture from permeating the interlocking tiles.

4. Buffing Floors: Resilient Tile and Concrete/Hard Surface

Contractor shall:

A. Damp mop, then spray buff floor with an approved floor finish and high speed polisher with an abrasive pad. This operation will take place after the daily operational tasks have been completed. Excessive wax build-up will not be present on floor, corners or baseboards.

B. Take the necessary precautions including the display of "wet floor' signs, to ensure that Facility users are advised of wet or slippery floors.

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5. Buffing Floors: Wood/Wood Parquet

Contractor shall:

A. Damp mop floor with approved neutral base cleaner and cool water, ensuring that the mop is damp and not overly wet. This operation will take place after the daily operational tasks has been completed.

B. Take the necessary precautions including the display of "wet floor' signs, to ensure that Facility users are advised of wet or slippery floors.

6. Strip and Wax Floors: - Resilient Tile and Concrete/Hard Surface

Contractor shall:

A. Strip and wax floor with an approved floor finish. The entire room or corridor will be completed in one (1) operation, and will be completed with the manufacturer's recommendation.

B. Take the necessary precautions including the display of "wet floor' signs, to ensure that Facility users are advised of wet or slippery floors.

7. Strip and Wax Floors: - Wood/Wood Parquet

Contractor shall:

A. Strip and wax floor with an approved floor finish. The entire room or corridor will be completed in one (1) operation, and will be completed in accordance with the manufacturer's recommendation.

B. Screen/scrub floor until the entire floor area is uniformly dull, ensuring that the screen or floor pad is not so abrasive that it is removing more than the existing floor finish.

C. Vacuum the entire area to remove finish dust. The Contractor shall use clean untreated dust mop or tack cloths to remove any remaining dust. After the entire area is uniformly dull and clean, Contractor shall use a lamb's wool applicator to apply two (2) coats of a water base finish, allowing for sufficient drying time between coats.

D. Take the necessary precautions to secure the area to allow for sufficient drying and curing time.

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8. Clean Carpets and Floor Mats

Contractor shall:

A. Daily remove all paper, gum, rubber bands, staples, paper clips and other debris from the carpet.

B. Use a carpet vacuum to remove surface soil and embedded grit from all areas accessible to the carpet vacuum. Chairs and trash receptacles will be moved to vacuum underneath, and then replaced in their original positions.

C. Adjust the beater bars or brush of the vacuum to correspond to the pile height of the carpet. A tank vacuum with a crevice tool and brush attachment will be used to clean all areas, which are inaccessible to the carpet vacuum.

D. Spot clean the carpet to remove all spots, stains, gum, tar and other foreign substances. When spot cleaning the carpet, the Contractor shall use a spray foam product and a soft bristle brush to agitate the area; any dampness will be removed by blotting the area with a clean soft cloth.

9. Clean Carpets

Contractor shall:

A. Machine spot or hand spot clean all carpets weekly as a part of the base cleaning annual cost.

B. Perform complete carpet cleaning only when authorized by Client Agency and in accordance with the schedule described in Exhibit E. Carpet care guidelines will be that of the manufacturer's approved cleaning process and appropriate equipment, provided that any cleaning products used comply with the restrictions in the “Consumable Goods” section of this Exhibit. Contractor shall begin the cleaning operation by removing all movable furnishings from the carpeted areas, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands staples, paper clips and other debris will be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove all surface soil and embedded grit. All spots and stains will be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The Contractor shall conclude the operation by replacing furnishings in their original locations.

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10. Clean Walls, Wall Cabinets & Partitions

Contractor shall:

A. Spot clean walls, including light switches, wall cabinets, and partitions to remove dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold and other foreign substances.
B. Ensure that the walls, wall cabinets, and partitions are uniformly clean, and that there are no smudge spots on the wall overlaps, and that water/cleaning fluids are not spilled on the floor or adjacent areas.

11. Clean Glass Doors and Door Frames

Contractor shall:

A. Spot clean doors, including door glass and handles and door frames to remove all dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold and other foreign substances.

B. Ensure that water/cleaning fluids are not spilled on the floor or adjacent areas.

12. Clean Radiators

Contractor shall remove radiator covers (where applicable), and brush and clean all radiators by wiping down with an approved cleaner. The Contractor, where appropriate, while covers are removed, shall strip and wax the surrounding floor area.

13. Clean Ceiling Vents and Light Fixtures

Contractor shall thoroughly clean, using a germicidal disinfectant and clean sponge or clean cloth, the ceiling vent and light fixtures to remove all dirt, grease, particles, cob webs, and other foreign substances. The Contractor shall not use a hose or other methods to accomplish this task.

14. Clean Furnishings

Contractor shall:

A. Spot clean all furnishings (i.e. furniture) including, but not limited to desks, chairs, cabinets, display cabinets, counters, tables and other furnishings, including legs and bases as is appropriate to type.
B. Ensure that all furnishings are free from dust, particles lint, litter, stains smudges, fingerprints, gum, tar, grease, marks and foreign substances. Items on top of furnishings will not be disturbed during the cleaning procedure.
C. Use a clean cloth and an approved polish to clean all wood surfaces. Wood furnishings must not have an oily film when the surface is rubbed lightly with fingertips.

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D. Use a clean sponge, clean cloth and spray bottle of neutral detergent or glass cleaner to clean washable surface for all hard surface other than wood. Glass cleaner will be used on all glass surfaces.
E. Ensure that after cleaning these surfaces their uniform appearance is free from streaks, spots and other evidence of removable soil.
F. Use a clean sponge, clean cloth and appropriate cleaner, for all vinyl furnishings; re-wipe vinyl with a clean damp cloth and dry the clean cloth.
G. Use a lightly treated dust cloth, on all cloth; use a tank vacuum with dusting attachment, or a combination thereof to clean surfaces. When spot cleaning cloth furnishings the Contractor shall use a foam spray product approved by Client Agency and a sponge to agitate the soiled area. Any dampness will be removed by blotting the area with a clean dry soft cloth. The Contractor shall notify the Client Agency Designee if the spot cleaning effort is not effective.

15. Dust Clocks, Lamps, Telephones, TV's and Other Equipment

Contractor shall dust and polish, with a clean treated dust cloth, the exterior surfaces of all Clocks, Lamps, Telephones, TV's and other equipment which will be kept free of dust dirt, smudges and fingerprints.

16. Dust Ledges, Shelves and Other High Surfaces

Contractor shall dust, with a clean treated dust cloth, ledges, windowsills, air conditioner tops, shelves and other high surfaces. These items will be kept free of dust, dirt cobwebs and other foreign substances.

17. Clean Microwaves & Refrigerators

Contractor shall thoroughly clean the exterior surfaces of microwaves and refrigerators using a Client Agency approved cleaner with a clean cloth to remove all dust, dirt, grease, fingerprints, stains, streaks and food particles.

18. Empty and Clean Trash Receptacles

Contractor shall:

A. Empty all trash receptacles; change and replace liners daily; bag all trash before it is placed in the dumpster. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles which are found to contain liquids or other substances which could cause odors, will be washed out and dried before new liners are installed. The Contractor shall place the removed trash into the dumpster/container located in the appropriate location as designated by the Client Agency Designee. No trash should be placed on the ground or on top of the trash container.

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B. Remove all recyclable materials generated (as per Public Act 87-544) from the building or a designated areas in the Facility to the dumpster.

19. Clean Windows, Window Sills & Blinds

The Contractor shall dust and spot clean all blinds and window frames, below six (6) feet so that they are free of dust, dirt, grime, streaks, graffiti and other foreign substances. The Contractor shall spot clean windows to remove all smudges, fingerprints, marks, streaks, graffiti or foreign substances found on interior windows.

20. Clean Entrance Glass

Where appropriate, Contractor shall clean the interior and exterior sides of the entrance glass, entrance door(s) and adjacent window(s). The surfaces will be completely cleaned and dried and will present a uniform appearance free of all smudges, fingerprints, marks, streaks, graffiti or foreign substances.

21. Clean Stairs and Stairways

The Contractor shall clean stairs and stairways, including landings, in accordance with the specifications for Clean Floors: Resilient Tile & Concrete and Walls, Wall Cabinets & Partitions referenced in Sections 1, 4, and 10. The Contractor shall also spot clean handrails, using a clean cloth and or a clean sponge with a Client Agency approved cleaning solution, to remove all dust, dirt, cobwebs, grease, oily film, fingerprints, stains, soils, and other foreign substances.

22. Clean Drinking Fountains

The Contractor shall use cleaning products that comply with the provisions of Conn. Gen. Stat. Section 4b-15a" which will be "Green Seal" or certified EcoLogo "greenproducts", applied from a spray bottle, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, streaks, smudges and foreign substances from the drinking fountain and entire fixture or cabinet.

23. Clean Restrooms

Sinks, Toilets, Urinals, Exposed Plumbing – Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, urinals and exposed plumbing. All cleaning products used by Contractor must comply with the provisions of Conn. Gen. Stat. Section 4b-15a and be "Green Seal" or certified EcoLogo "greenproducts." The cleaning will include the drying and polishing of all exposed hardware. The interior of the toilets, toilet seats and urinals will be scoured using a bowl mop. After the interior has been scoured, the fixture will be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning the fixtures will present a clean, bright, shiny appearance. Fixtures will be free of all

visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as flush valves, faucet valves and faucets will be wiped dry and be free of streaks, spots, stains, etc. Toilet seats will be maintained in a safe condition. Inoperable or broken fixtures will be immediately reported to the Client Agency Designee.

24. Clear Sink, Urinal and Toilet Stoppages

The Contractor shall attempt to clear toilet and sink stoppages by use of a plunger or similar device. If the attempt to clear the stoppage(s) has failed the Contractor shall post an "Out of Order" sign on the sink, urinal or toilet stall door, and shall report the stoppage(s) to the Client Agency Designee. Where main sewer stoppages occur, the Contractor shall secure/lock the rest room, post an "Out of Order" sign on the rest room door and immediately notify the Client Agency Designee.

25. Clean Restroom Walls, Partitions, Door Frames and Door Handles

The Contractor shall spot clean walls, partitions (including the interior of toilet stalls and doors), door frames, and door handles to remove all dirt, cob webs, graffiti, grease, marks, blood, feces, stains, smears, mold and other foreign substances. The Contractor shall ensure that water and cleaning fluids are not spilled onto floors or adjacent areas.

26. Clean and Disinfect Rest Room Floors

The Contractor shall begin the cleaning and disinfecting operation by sweeping floor with a treated dust mop or broom to remove all dirt, dust, trash, particles and other debris. The Contractor shall begin by removing all feces, blood and vomit and then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three (3) or four (4) minutes and then will be agitated using a scrub brush or an abrasive pad. The cleaning solution will be removed using a well-wrung mop or it may be squeegeed to the floor drain (where applicable). After being mopped the floor will have a uniform appearance with no streaks, film, swirl marks detergent residue, or mop strings. Grout will be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks, or mop streaks left on fixtures, walls baseboards, trash receptacles, or elsewhere.

27. Clean Showers

Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, clean cloth and cleanser to completely clean and disinfect all exposed surfaces and exposed plumbing. The cleaning will include the drying and polishing of all exposed hardware. After cleaning the fixtures will present a clean, bright, shiny appearance. Fixtures will be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as faucets will be wiped dry and be free of streaks, spots, and stains. Showerheads

will be operational and mildew free. Inoperable or broken fixtures will be immediately reported to the Client Agency Designee.

28. Clean Locker Room Floors

The Contractor shall begin the cleaning and disinfecting operation by sweeping the floor with a treated dust mop or broom to remove all dirt, dust, trash, particles and other debris. The Contractor shall begin by removing all feces, blood and vomit and then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three (3) or four (4) minutes and then will be agitated using a scrub brush or an abrasive pad. The cleaning solution will be removed using a well-wrung mop or it may be squeezed to the floor drain (where applicable). After being mopped the floor will have a uniform appearance with no streaks, film, swirl marks detergent residue, or mop strings. Grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks, or mop streaks left on fixtures, walls baseboards, trash receptacles, or elsewhere.

29. Clean Mirrors

The Contractor shall remove all soil, streaks, smudges, film and foreign substances from the mirror surface and frame using an approved glass cleaner in a spray bottle and a clean cloth. Mirror surfaces will be polished with a clean dry cloth so that they present a uniform, clean appearance. Adjacent shelves will be cleaned in the same manner.

30. Fill and Clean Paper Dispensers

The Contractor shall refill all paper towel, toilet tissue, sanitary napkin and other paper dispensers to the proper fill level. The Contractor shall also wipe clean the dispensers and adjacent surfaces with a germicidal detergent to remove all soil, marks, smudges, smears and other foreign substances. The Contractor shall report inoperative dispensers to the Client Agency Designee.

31. Fill and Clean Soap Dispensers

The Contractor shall refill all soap dispensers to their proper fill level, in accordance with the manufacturer's instructions. The Contractor shall also wipe clean the dispensers and adjacent surfaces and floors, removing any spills created during the refilling process or usage process. The Contractor shall check all dispensers for proper operation on a daily basis and shall report inoperative dispensers to the Client Agency Designee.

32. Restroom Floors –Strip and Refinish

The Contractor shall strip and refinish floors as referenced in Exhibit E, with a sealer approved by Client Agency, using at least 3 coats of finish. No wax will be applied. The floor will be free of dirt, dust mold, streaks, marks, stains, cleaning solution residue, watermarks, cleaning equipment

marks, splashing, dissolved/finished particles and other foreign substances. Walls, baseboards, and other surfaces will be clean and free of watermarks, cleaning equipment marks and splashing. The Contractor shall ensure that baseboards, tile, fixtures and other equipment are not damaged, disfigured or impaired. The Contractor shall take the necessary precautions, including the display of "wet floor" signs to ensure that Facility users are advised of wet/slippery floors.

33. Clean Exterior – Sweep Entryways, Walkways and Stairs

The Contractor shall sweep the entryways and walkways to remove all dirt, debris and litter. The Contractor shall ensure that sweeping operations do not pose a hazard to users of the Facility.

34. Clean Exterior – Wash Entryways

The Contractor shall hose down and scrub with a stiff broom or brush, the entryways and the adjacent walkways to within 25 feet of the entryway. Entryways and adjacent walkways will be free of dirt, soil, stains, litter, debris bird droppings and other foreign substances. All work will be completed in one operation. Yellow caution tape will be strategically placed around the perimeter of the work site and "wet floor" or "caution" signs will be utilized to ensure that Facility users are advised of wet or slippery conditions.

35. Custodial/Janitorial Closets

Contractor shall maintain custodial/janitorial closets in a clean and orderly manner. Closets will be locked or otherwise secured at all times.

36. Emergency Custodial Services

Emergency services to be provided by the Contractor may include but are not limited to cleaning spills, leaks, sicknesses, animal wastes, and breakages. In the event that the emergency event creates a need for such services of such a magnitude that the regularly scheduled tasks cannot be accomplished, the Client Agency Designee must be informed.

XXI. Additional Work:

There may be additional tasks required that are not specified or anticipated. Upon request for the performance of such tasks, the Contractor shall submit a written proposal, utilizing Exhibit B Price Schedule hourly rate. Client Agency Designee shall review and approve all charges for additional work prior to the start of Services.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

ADDITIONAL TERMS AND CONDITIONS:

XXII. Contract Separately/Additional Savings Opportunities

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

XXIII. P-Card (Purchasing MasterCard Credit Card)

A. Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

B. Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

C. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

D. Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

XXIV. Subcontractors

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

XXV. Standard Wages

Contractors shall comply with all provisions of Connecticut General Statues 31-57f, Standard Wage Rates for Certain Service Workers 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/standardwage.htm. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages
http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm

XXVI. Worker Retention

Contractor shall retain the employees of the prior contractor providing Services at the Facility pursuant to CGS § 31-57(g) and CGS § 4a-82(o).

XXVII. 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.

XXVIII. Invoices and Payments

Payment and invoicing inquiries should be directed to Chrisanne Buechele 203-786-0604.

All invoices must include:

A. Contractor F.E.I.N. or Social Security number.
B. Complete Contractor name and billing address.
C. Project number, if applicable.
D. Invoice number and date.
E. Purchase order number.
F. Itemized description of services and/or material supplied.
G. Adjustments, if applicable.
H. Quantity, unit, unit price, and extended amount.
I. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
J. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, invoices must be mailed to the following address:

State of Connecticut
Department of Children and Family
1 Long Wharf Drive # 121
New Haven, CT 06511

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions set forth above.

EXHIBIT B, SP-16
PRICE SCHEDULE

SOLICITATION NO: 16PSX0194

CONTRACTOR NAME: CT COMMUNITY NONPROFIT ALLIANCE, INC.
PROMPT PAYMENT TERMS:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TOTAL PRICE
1.	Daily, weekly, monthly, quarterly and annual services (as referenced Exhibit D Task Schedule.)	Per Month	$3,996.85
2.	Demand tasks as described in the Task and Frequency specifications		
a.	Shampoo carpeted areas in office	Per Square foot	$0.12
b.	Perform High Dusting	Per Occurrence	$200.00
c.	Vacuum all HVAC vents	Per Occurrence	$200.00
d.	Strip and Wax tiles floors	Per Square foot	$0.18
e.	Additional Services (as referenced in Exhibit A, section XXI.)	Per Hour	$19.44

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.

	TASK AND FREQENCY SCHEDULE	FREQUENCY				
		DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUAL
I	**OFFICE AREAS, LOBBIES, VISITING AREAS**					
1	Empty all wastebaskets and receptacles, change liners as needed.	X				
2	Spot clean all wastebaskets and receptacles as needed.	X				
3	Remove all waste material, including recyclables to designated area. Bulk trash and recyclables such as car seats, cardboard boxes, etc may be required to be disposed of in a separate container.	X				
4	Vacuum carpeted areas using a certified HEPA filtered vacuum	X				
5	materials)	X				
6	Dust mop and/or sweep all composition flooring, being sure to remove all dirt from corners and edges	X				
7	Sweep, soap mop and rinse clean all composition flooring using a Client Agency approved disinfectant cleaner. **Note: Fresh mop water solution must be used on each floor.**	X				
8	Wash and sanitize all water fountains and coolers including upper and lower air vents	X				
9	Spot clean all glass entrance doors.	X				
10	Lightly dust office and desk equipment (i.e. telephones, typewriters, projectors, computers, etc) all desk tops, countertops, credenzas, book shelves, file cabinet tops and glass tops. ***Contractor is not to touch or move items on desks**! Employees may request additional dusting or cleaning.		X			
11	Spot clean glass in all interior window, door, wall, partition, as well as any other miscellaneous glass surfaces	X				
12	Dust all window frames and window sills		X			
13	Dust all molding including above and below hand height		X			
14	Spot clean and remove fingerprints and dirt smudges from around doors, door frames, door handles and light switches and the portion of painted wall surfaces immediately surrounding them;		X			
15	Dust chairs		X			
16	Dust miscellaneous stands, bookcases and shelves		X			
17	Dust cabinets, files and safes		X			
18	Wipe vinyl baseboards to remove stains and dust			X		
19	Brush and/or vacuum all upholstered furniture including chairs. Spot clean as necessary.			X		
20	Spot wash all floor, wall, fixture and office furniture surfaces needing attention.				X	

	TASK AND FREQENCY SCHEDULE	FREQUENCY				
		DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUAL
21	Dust all overhead light fixtures.				X	
22	Detail dust and damp wipe all ledges, sills, molding, a/c grills, thermostats, window frames, etc. Do not remove thermostat covers.				X	
23	Vacuum or wipe with treated cloth (as appropriate) all window blinds.				X	
24	Spot clean glass in all interior window, door, wall, partition, as well as any other miscellaneous glass surfaces.				X	
25	Spray buff, to a high gloss, all composition flooring using a Client Agency approved method; sweep and clean corner so as to remove buffing residue		X			
26	Clean and sanitize all vinyl, wood or plastic furniture in visiting rooms and reception area, vacuum and spot clean any upholstered furniture.	X				
II	**RESTROOMS**					
1	Clean, sanitize, and polish all vitreous fixtures including toilet bowls, both sides of toilet seats, urinals and sinks using a germicidal solution.	X				
2	Clean and sanitize both sides of every toilet seat with a germicidal detergent. **NOTE: Seats to be left in the upright position.**	X				
3	Wash and disinfect all sinks an countertops using a non-scratch cleanser	X				
4	Clean and polish all chrome fittings and bright work including flushometers and metal dispensers removing all buildup.	X				
5	Clean and polish all mirrors.	X				
6	Empty all trash containers to designated areas and insert liners as required.	X				
7	All sanitary napkin receptacles will be properly handled, disinfected using an approved spray disinfectants and a new liner used.	X				
8	Remove spots, stains and splashed from all wall areas.	X				
9	Remove soil from doors, frames, light switches, handles, etc.	X				
10	Dust and/or damp wipe all stall partitioning and walls	X				
11	Wash or spot clean partition walls.	X				
12	Spot clean door kick and push plates, and the area immediately surrounding them.	X				
13	Refill all paper, soap and feminine product dispensers.	X				
14	Sweep, soap mop and rinse clean tile floor with an approved disinfectant cleaner. **Note: Fresh mop water solution must be used on each floor.**	X				
15	Pour one (1) gallon MINIMUM of water down each floor drain to reduce sewer gas odor.		X			

	TASK AND FREQENCY SCHEDULE	FREQUENCY				
		DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUAL
16	Machine scrub tile floors using clean rinse water for each bathroom. **NOTE: Client Agency may request that the floors be stripped and sealed with a Client Agency approved product on an as needed basis.**				X	
17	Scrub all tile walls, wipe clean leaving no water marks.				X	
18	Dust light fixtures and wipe aluminum parabolic lenses.				X	
19	High dust all surfaces.			X		
III	**KITCHEN AND BREAK AREAS**					
1	Sweep, soap mop and rinse clean all composition flooring using a Client Agency approved disinfectant cleaner. **Note: Fresh mop water solution must be used on each floor.**	X				
2	Wipe down all lunch tables and chairs.	X				
3	Spray buff, to a high gloss, all composition flooring using a Client Agency approved method; sweep and clean corner so as to remove buffing residue.		X			
4	Clean and sanitize all countertops, sinks, appliances (exterior only), sinks, etc.	X				
IV	**THE FOLLOWING ITEMS ARE TO BE PRICED SEPARATELY AND SUBMITTED WITH THE BID. THE INDICATED FREQUENCIES ARE ONLY ESTIMATES.**					
1	Shampoo carpeted areas in office					X
2	Perform high dusting				X	
3	Vacuum all HVAC vents				X	
4	Strip and wax tiled floors				X	

DCF CONNECTICUT

5/2010

Authorization for Release of Information for DCF CPS Search

I, _____ do hereby authorize the Department of Children and Families to research
(Type Applicant Name)

their records for any and all information concerning charges, findings, dispositions, etc., relating to child abuse or neglect in which I/my family may have been named, and to release it to the agency listed below. I understand that this information will determine my suitability solely for *(check one):* ☐ **Employment** ☐ **Day Care** ☐ **Volunteer** ☐ **Intern** ☐ **Mentor** ☐ **Other**

By: **Agency Name / Address/City / State / Zip Code**

Attention:
Agency:
Address:
City: **State:** **Zip Code:**

I release the Department of Children and Families from any liability for any damages I may incur which may result from the release / use of this information. I submit my following information to assist the Dept. of Children and Families in their search.

PLEASE TYPE OR PRINT LEGIBLY / LEAVE NO BLANK SPACES

Name: _____
Last **First** **Middle**

Date of Birth: _____

Address: _____
Street (No P.O. Boxes) **Apartment No.**

Social Security #: _____

How Long at Current Address: _____ Yrs. _____ Mos.

_____
City **State** **Zip Code**

Previous Address(es)/List All for the Last Five Years *(continue on reverse side of form if necessary)* ☐ **Check if reverse side used**

Street (No P.O. Boxes)	Apt. #	City/Town	State	Zip Code	Dates From Month/Yr.	Dates To Month/Yr.

Other Names I have Used – *Including Maiden, Previous Marriages(s)* ☐ **Check if reverse side used**

Last	First	Middle

Name of Spouses/Other Adults in the Home – *Past and Present* ☐ **Check if reverse side used**

Last	First	Middle	D.O.B. Month/Day/Year	Social Security #	Signature/Date (If Still in the Home)

Names of ALL Child(ren) – *Biological, Stepchildren Including Adult Children In or Out of the Home* ☐ **Check if reverse side used**

Last	First	Middle	Sex	D.O.B. Month/Day/Year

Date: _____ **Applicant Signature:** _____

THIS AUTHORIZATION WILL EXPIRE 180 DAYS AFTER THE DATE OF THE SIGNATURE

FORMS NOT FILLED OUT *COMPLETELY* AND PRINTED *CLEARLY* WILL BE RETURNED

******DCF Conducts a Search of the CT Registry ONLY*** The Accuracy of this Search is Limited to the Information Provided by the Applicant to DCF**

Mail to: DCF Hotline Background Searches – 505 Hudson Street – 5th Floor – Hartford, CT 06106

DCF-CT HOTLINE CPS-BGC USE ONLY DO NOT WRITE BELOW THIS LINE

DATE: _____ RECORD FOUND: YES _____ NO _____ Processor's Initials: _____

CONFIDENTIALITY AGREEMENT

(To be signed by the contracted provider
who will have access to confidential information)

_____, duly authorized representative of _____, ("the Contractor") a contracted provider to the Department of Children and Families, hereby understands and agrees as follow:

1. In the course of providing contracted services to the Department of Children and Families' _____ office, employees of the Contractor will have access to confidential DCF case records and information. The Contractor will ensure that each of its employees who enter the DCF work area understands the following conditions.

2. No documents shall be moved or removed from their present location, except as necessary to provide contracted cleaning services.

3. No employee of the Contractor shall remove any documents or records from the DCF office.

4. No employee of the Contractor shall photocopy, scan or otherwise duplicate any documents or records.

5. No employee of the Contractor will read any documents or case records.

6. In the event an employee of the Contractor inadvertently gains knowledge of confidential information, the employee will not discuss this information with any person who is not employed by DCF.

7. In the event an employee of the Contractor recognizes the name of a DCF adult or child client, or is familiar with any other aspect of a case to which the employee has access, the employee will immediately notify his or her supervisor and will not read additional information or access the case further. The supervisor will immediately inform a DCF employee.

8. "Confidential information" includes, but is not limited to, client names, client contact information, and details of clients' cases whether received in oral or documentary form.

9. Connecticut General Statutes §17a-101 addresses the confidentiality of DCF case records and states:

> *"…The information contained in reports and any information relative to child abuse, wherever located, shall be confidential…"*
>
> *"…Any violation of this section…shall be punishable by a fine of not more than one thousand dollars or imprisonment for not more than one year."*

10. The Contractor will explicitly inform each employee who enters the DCF offices that he or she will be subject to the above-cited criminal penalty if he or she illegally discloses confidential DCF information.

11. The Contractor and its employees understand that they will also be subject to a civil lawsuit if they illegally disclose confidential information. In the event of a civil lawsuit due to the breach of confidentiality by an employee of the Contractor, neither DCF nor the State of Connecticut will be responsible for any costs or damages associated with said suit.

_____

_____
Date

_____
Witness

_____
Name of Intern (Printed)

_____
Signature Date

CONTRACT

16PSX0194

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

CT COMMUNITY NONPROFIT ALLIANCE, INC.

Awarded Contractor

CUSTODIAL SERVICES FOR DEPARTMENT OF CHILDREN AND FAMILIES FACILITY LOCATED AT:
1 LONG WHARF DRIVE # 121, NEW HAVEN, CT

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EXHIBIT A - Description of Goods & Services and Additional Terms and Conditions

EXHIBIT B - Price Schedule

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

EXHIBIT D – Standard Wage Rates (This Exhibit was intentionally left blank.)

EXHIBIT E – Task and Frequency Schedule

EXHIBIT F - Authorization for Release of Information

EXHIBIT G – Confidentiality Agreement

This Contract (the "Contract") is made as of December 1, 2016 (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 Department of Administrative Services, Procurement Division, 450 Columbus Blvd, Suite 1202, Hartford, CT 06103, acting by Melissa Marzano, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

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

(a) Bid: A submittal in response to an Invitation to Bid.

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

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

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

(e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2)one or more third parties have had access to or taken control or possession of any Confidential

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

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

(g) Contractor: A person or entity who submits a Bid and who executes a Contract.

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

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

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

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

(l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.

(m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.

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

(o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.

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

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

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

2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through November 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:

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

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

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

(d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of

changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

(e) Price Adjustments:
No price increases are allowed under this Contract.

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 State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

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

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

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

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

9. Termination.

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

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

(c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible

form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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

(e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.

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

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

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

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

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is

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

12. Waiver.

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

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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

14. Purchase Orders.

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

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

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

with such requirements shall be deemed to be duly issued.

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

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

15. Indemnification.

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

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

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

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

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

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

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

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

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

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

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

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

20. Delivery.

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

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

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

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

21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

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

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other

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

24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.

26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.

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

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

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

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

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

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

(q) they owe no unemployment compensation contributions;

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

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

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

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

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

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

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

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

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

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

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

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

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

freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

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

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

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

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

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

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

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

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

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

evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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

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

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

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

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

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

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

(b)

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

ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of

persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

34. Tangible Personal Property.

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

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

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

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

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

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

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

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

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

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

If to DAS:

State of Connecticut Department of Administrative Services, Procurement Division
450 Columbus Blvd, Suite 1202

Hartford, CT 06103
Attention: Melissa Marzano

If to the Contractor:

At the address set forth on Form SP-38.

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

(a) Reserved

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

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

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

(e) Reserved

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

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

(h) Reserved

38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

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

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

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

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

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

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

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit

and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

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

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

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

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

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

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

47. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and

payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

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

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

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

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

51. Cross-Default.

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

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

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

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

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

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

56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.

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

58. Health Insurance Portability and Accountability Act of 1996.

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

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

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

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

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

(f) Definitions:

(1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

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

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

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

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

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

(6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

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

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

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

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

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

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

(14) In the event that an Individual requests that the Business Associate

(A) restrict disclosures of PHI;

(B) provide an accounting of disclosures of the Individual's PHI;

(C) provide a copy of the Individual's PHI in an Electronic Health Record; or

(D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

(A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and

(B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.

(16) Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

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

1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

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

3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.

4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

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

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

(H) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions

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

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

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

(I) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(K) Term and Termination.

(1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

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

(A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or

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

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

(3) Effect of Termination.

(A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

(L) Miscellaneous Sections.

(1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.

(2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).

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

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

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended).

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

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

59. Protection of Confidential Information.

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

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the

safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

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

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

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

(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. <u>Antitrust.</u>
Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.*

and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.
This paragraph was intentionally left blank.