

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

17 September 2019

CONTRACT AWARD SUPPLEMENT #14

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

- Refer to next page for Contractor and Supplement Information.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Summit Security Services, Inc.**

Company Address: **390 RXR Plaza, Uniondale, NY 11556**

Tel. No.: **203-274-9206**

Fax No.: **516-686-0604**

Contract Value: **N/A**

Contact Person: **James Bernier**

Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**

Company E-mail Address and/or Company Web Site: jbernier@summitsecurity.com

www.summitsecurity.com

Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 1-800-615-5888		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Bernier	Luis Irizarry
Office Phone Number:	203-274-9206	203-202-3819
Cell Phone Number:	203-241-5235	203-999-7414
Email Address:	jbernier@summitsecurity.com	lirizarry@summitsecurity.com

PLEASE NOTE:

- Rates for Item #2 – Security Personnel: Supervisory Positions (Non-Standard Wage Positions) for Summit Security have been updated and are effective October 15, 2019 as shown below.

ITEM #	DESCRIPTION	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)	
a.	Shift Supervisor I (Unarmed)	\$32.91
b.	Shift Supervisor II (Armed)	\$36.76
c.	Site Supervisor I (Unarmed)	\$36.28
d.	Site Supervisor II (Armed)	\$39.50
e.	Site Manager I (Unarmed)	\$39.09
f.	Site Manager II (Armed)	\$43.15

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

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

17 September 2019

CONTRACT AWARD SUPPLEMENT #13

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

- Refer to next page for Contractor and Supplement Information.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **United Security**

Company Address: **1055 Summer Street, 3rd Floor, Stamford, CT 06905**

Tel. No.: **203-353-3322**

Fax No.: **203-353-9937**

Contract Value: **N/A**

Contact Person: **Michael Dorfman**

Company E-mail Address and/or Company Web Site: mdorfman@usisecurity.com

www.usisecurity.com

Remittance Address: **40 Shrewsbury Avenue, Red Bank, NJ 07701**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

UNITED SECURITY CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 1-800-874-6434		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Butt	Michael Dorfman
Office Phone Number:	203-353-3322	203-353-3322
Cell Phone Number:	914-523-5800	203-667-8368
Email Address:	jbutt@usisecurity.com	mdorfman@usisecurity.com

PLEASE NOTE:

- Rates for Item #2 – Security Personnel: Supervisory Positions (Non-Standard Wage Positions) for United Security have been updated and are effective October 1, 2019 as shown below.

ITEM #	DESCRIPTION	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)	
a.	Shift Supervisor I (Unarmed)	\$26.87
b.	Shift Supervisor II (Armed)	\$34.81
c.	Site Supervisor I (Unarmed)	\$27.46
d.	Site Supervisor II (Armed)	\$35.40
e.	Site Manager I (Unarmed)	\$28.05
f.	Site Manager II (Armed)	\$35.99

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

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Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

15 July 2019

CONTRACT AWARD SUPPLEMENT #12

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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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.

- Refer to pages 2 and 3 for Contractor Information.
- Refer to page 3 for Supplement Information.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**

Company Address: **320 Locust Street, Hartford, CT 06114**

Tel. No.: **860-229-7698**

Fax No.: **860-223-0548**

Contract Value: **N/A**

Contact Person: **John Saxton**

Company E-mail Address and/or Company Web Site: jsaxton@murphy-security.com

www.murphy-security.com

Remittance Address: **25 Controls Drive, Shelton, CT 06484**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 860-229-7698

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	John Saxton	Wanda Garcia
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	860-888-6962
Email Address:	jsaxton@murphy-security.com	wgarcia@murphy-security.com

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: **Summit Security Services, Inc.**

Company Address: **390 RXR Plaza, Uniondale, NY 11556**

Tel. No.: **203-274-9206**

Fax No.: **516-686-0604**

Contract Value: **N/A**

Contact Person: **James Bernier**

Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**

Company E-mail Address and/or Company Web Site: jbernier@summitsecurity.com

www.summitsecurity.com

Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 1-800-615-5888

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Bernier	Luis Irizarry
Office Phone Number:	203-274-9206	203-202-3819
Cell Phone Number:	203-241-5235	203-999-7414
Email Address:	jbernier@summitsecurity.com	lirizarry@summitsecurity.com

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: **United Security**

Company Address: **1055 Summer Street, 3rd Floor, Stamford, CT 06905**

Tel. No.: **203-353-3322**

Fax No.: **203-353-9937**

Contract Value: **N/A**

Contact Person: **Michael Dorfman**

Company E-mail Address and/or Company Web Site: mdorfman@usisecurity.com

www.usisecurity.com

Remittance Address: **40 Shrewsbury Avenue, Red Bank, NJ 07701**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

UNITED SECURITY CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 1-800-874-6434		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Butt	Michael Dorfman
Office Phone Number:	203-353-3322	203-353-3322
Cell Phone Number:	914-523-5800	203-667-8368
Email Address:	jbutt@usisecurity.com	mdorfman@usisecurity.com

PLEASE NOTE:

- Due to clerical error, the section numbers shown below have been corrected as follows:
 - Section 1g(4) Site-Specific and On-the Job Training should read Section 1(g)(3) Site-Specific and On-the Job Training.
 - Section 1g(5) Refresher Training should read Section 1g(4) Refresher Training.
 - Section 1g(6) Advanced/Specialized Training should read Section 1g(5) Advanced/Specialized.
- Clarification to Section 1g(2)(a)12 – Basic first aid, adult CPR and AED Certification in Exhibit A of this Contract.
 - Training for basic first aid, adult CPR and AED Certification must be provided in one of the following formats:
 - In-class instruction with hands-on training shall be conducted by an American Heart Association (AHA) certified instructor.
 - Online and in-class instruction with hands-on training (blended learning course) shall be conducted by an AHA certified instructor.

Note: All hands-on training must be completed in a classroom setting and all testing must be a combination of written and hands-on shall be conducted by an AHA certified instructor. The hands-on portion must include a skills practice and testing session conducted in-person shall be conducted by an AHA certified instructor.

- Clarification to Section 1g(5) – Advanced/Specialized Training in Exhibit A of this Contract.

Guard II, Shift Supervisor II, Site Supervisor II and Site Manager II positions are required to complete firearms and weapons qualifications training annually. If a Client Agency requests additional firearms and weapons training, the Client Agency shall be responsible for paying all training fees, if applicable, and the security personnel hourly wages that the Contractor has incurred. Contractor shall provide a copy of the training company's invoice when submitting their invoice to the Client Agency.

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

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Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

21 May 2019

CONTRACT AWARD SUPPLEMENT #11

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

PLEASE NOTE:

- Murphy Security Service LLC address has changed from 1080 Elm Street #204, Rocky Hill, CT 06067 to 320 Locust Street, Hartford, CT 06114. Refer to next page for Contractor Information.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**

Company Address: **320 Locust Street, Hartford, CT 06114**

Tel. No.: **860-229-7698**

Fax No.: **860-223-0548**

Contact Person: **John Saxton**

Company E-mail Address and/or Company Web Site: jsaxton@murphy-security.com

www.murphy-security.com

Remittance Address: **25 Controls Drive, Shelton, CT 06484**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 860-229-7698		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	John Saxton	Wanda Garcia
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	860-888-6962
Email Address:	jsaxton@murphy-security.com	wgarcia@murphy-security.com

CONTRACT SUPPLEMENT
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Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

11 October 2018

CONTRACT AWARD SUPPLEMENT #9

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
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PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

- Refer to next page for Contractor and Supplement Information.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Summit Security Services, Inc.**

Company Address: **390 RXR Plaza, Uniondale, NY 11556**

Tel. No.: **516-240-2432**

Fax No.: **516-686-0604**

Contract Value: **N/A**

Contact Person: **Daniel Sepulveda**

Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**

Company E-mail Address and/or Company Web Site: dsepulveda@summitsecurity.com www.summitsecurity.com

Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 1-800-615-5888		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Bernier	Luis Irizarry
Office Phone Number:	203-274-9206	203-202-3819
Cell Phone Number:	203-241-5235	203-999-7414
Email Address:	jbernier@summitsecurity.com	lirizarry@summitsecurity.com

PLEASE NOTE:

- Rates for Item #2 – Security Personnel: Supervisory Positions (Non-Standard Wage Positions) for Summit Security have been updated and are effective October 15, 2018 as shown below.

ITEM #	DESCRIPTION	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)	
a.	Shift Supervisor I (Unarmed)	\$32.31
b.	Shift Supervisor II (Armed)	\$36.16
c.	Site Supervisor I (Unarmed)	\$35.68
d.	Site Supervisor II (Armed)	\$38.90
e.	Site Manager I (Unarmed)	\$38.49
f.	Site Manager II (Armed)	\$42.55

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

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
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Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

16 February 2018

CONTRACT AWARD SUPPLEMENT #7

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
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PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

- Summit Security Services, Inc. contact information, account manager and backup account manager has been updated. Refer to next page for updated information.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Summit Security Services, Inc.**

Company Address: **390 RXR Plaza, Uniondale, NY 11556**

Tel. No.: **516-240-2432**

Fax No.: **516-686-0604**

Contract Value: **N/A**

Contact Person: **Daniel Sepulveda**

Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**

Company E-mail Address and/or Company Web Site: dsepulveda@summitsecurity.com www.summitsecurity.com

Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 1-800-615-5888

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Bernier	Luis Irizarry
Office Phone Number:	203-274-9206	203-202-3819
Cell Phone Number:	203-241-5235	203-999-7414
Email Address:	jbernier@summitsecurity.com	lirizarry@summitsecurity.com

CONTRACT SUPPLEMENT
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Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

18 December 2017

CONTRACT AWARD SUPPLEMENT #6

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

PLEASE NOTE:

- Murphy Security Service LLC contact information, account manager and backup account manager has been updated. Refer to next page for updated information.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**

Company Address: **230 Oak Street, New Britain, CT 06051**

Tel. No.: **860-229-7698**

Fax No.: **860-223-0548**

Contact Person: **John Saxton**

Company E-mail Address and/or Company Web Site: jsaxton@murphy-security.com

www.murphy-security.com

Remittance Address: **25 Controls Drive, Shelton, CT 06484**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 860-229-7698

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	John Saxton	Wanda Garcia
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	860-888-6962
Email Address:	jsaxton@murphy-security.com	wgarcia@murphy-security.com

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

11 October 2017

CONTRACT AWARD SUPPLEMENT #5

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

PLEASE NOTE:

- Murphy Security Service LLC has hereby been acquired by HKC Enterprises LLC. HKC Enterprises LLC assumes all obligations and liabilities of Murphy Security Services LLC under this contract. Murphy Security Service LLC name remains unchanged. The CORE Supplier ID has changed from 0000010268 to 0000181864. Remittance address has been updated.
- Refer to next page for Contractor Information.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**

Company Address: **230 Oak Street, New Britain, CT 06051**

Tel. No.: **860-229-7698**

Fax No.: **860-223-0548**

Contact Person: **Joseph McCarthy**

Company E-mail Address and/or Company Web Site: jmccarthy@murphy-security.com www.murphy-security.com

Remittance Address: **25 Controls Drive, Shelton, CT 06484**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 860-229-7698		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Joseph McCarthy	Chris King
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	413-657-0253
Email Address:	jmccarthy@murphy-security.com	cking@murphy-security.com

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

5 September 2017

CONTRACT AWARD SUPPLEMENT #4

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

PLEASE NOTE:

- Exhibit F - Security Guard I and II and Supervisory Positions Checklists have been revised 5 September 2017. The FBI Fingerprint Check was removed from each checklist.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**
Company Address: **230 Oak Street, New Britain, CT 06051**
Tel. No.: **860-229-7698** Fax No.: **860-223-0548** Contract Value: **\$18,000,000.00 - Estimate**
Contact Person: **Joseph McCarthy**
Company E-mail Address and/or Company Web Site: jmccarthy@murphy-security.com www.murphy-security.com
Remittance Address: **P.O. Box 53, Brattleboro, VT 05302-0053**
Certification Type (SBE, MBE or None): **N/A** Agrees to Supply Political SubDivisions: **Yes**
Prompt Payment Terms: **0% 00 Net 45**

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 860-229-7698

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Joseph McCarthy	Chris King
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	413-657-0253
Email Address:	jmccarthy@murphy-security.com	cking@murphy-security.com

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: **Summit Security Services, Inc.**
Company Address: **390 RXR Plaza, Uniondale, NY 11556**
Tel. No.: **516-240-2432** Fax No.: **516-686-0604** Contract Value: **N/A**
Contact Person: **Daniel Sepulveda**
Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**
Company E-mail Address and/or Company Web Site: dsepulveda@summitsecurity.com www.summitsecurity.com
Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**
Certification Type (SBE, MBE or None): **N/A** Agrees to Supply Political SubDivisions: **Yes**
Prompt Payment Terms: **0% 00 Net 45**

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 1-800-615-5888

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Jude Murphy	Gene Kisken
Office Phone Number:	203-654-7846	203-202-3817
Cell Phone Number:	914-403-1218	914-760-1429
Email Address:	jmurphy@summitsecurity.com	gkisken@summitsecurity.com

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: **United Security**

Company Address: **1055 Summer Street, 3rd Floor, Stamford, CT 06905**

Tel. No.: **203-353-3322**

Fax No.: **203-353-9937**

Contract Value: **\$18,000,000.00 - Estimate**

Contact Person: **Michael Dorfman**

Company E-mail Address and/or Company Web Site: mdorfman@usisecurity.com

www.usisecurity.com

Remittance Address: **40 Shrewsbury Avenue, Red Bank, NJ 07701**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

UNITED SECURITY CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 1-800-874-6434		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Butt	Michael Dorfman
Office Phone Number:	203-353-3322	203-353-3322
Cell Phone Number:	914-523-5800	203-667-8368
Email Address:	jbutt@usisecurity.com	mdorfman@usisecurity.com

EXHIBIT F SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

This checklist must be completed by the Contractor for all employees working under Contract #17PSX0001. The original checklist must be kept in the employee's personnel file on-site with the Client Agency and a copy of the checklist with the Contractor.

Contractor Name:	
Security Employee (Print name):	
Client Agency Assigned to:	
Client Agency Building Address:	

QUALIFICATIONS:

(Please check)

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Is a registered security officer with the Department of Public Safety, Special Licensing and Firearms Unit. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is High school graduate or equivalent. |
| <input type="checkbox"/> | <input type="checkbox"/> | Effective personal and verbal communications skills. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is physically able to perform duties. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is proficient in the English language. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has no conviction(s) of any offense that renders the guard unsuitable for the position for which he or she is intended. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is free of drug and alcohol abuse. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has no record of violent behavior. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has a detailed employment application. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has a valid State of Connecticut Motor Vehicle Operator's license, if required, or a State of Connecticut Motor Vehicle Identification Card. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has had a medical/physical examination including a 5 panel drug test. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has had a hearing and vision test. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has had a psychological/ability test. |

For armed positions only, this individual:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Has a current and valid Connecticut Security Officer Certification Identification Card including a firearms permit endorsement (Blue Card) issued from the DESPP, Special Licensing and Firearms Unit. |
|--------------------------|--------------------------|--|

EXHIBIT F
SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

TRAINING:

This individual has received the following training:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Role of security personnel
<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	Emergency response/situations (fire, medical and threats)
<input type="checkbox"/>	<input type="checkbox"/>	Handling of control, detection and reporting of fires, use of portable fire-fighting equipment and control of sprinkler systems
<input type="checkbox"/>	<input type="checkbox"/>	Report writing
<input type="checkbox"/>	<input type="checkbox"/>	Legal powers and limitations
<input type="checkbox"/>	<input type="checkbox"/>	Preventing discrimination and harassment.
<input type="checkbox"/>	<input type="checkbox"/>	Professionalism and ethics
<input type="checkbox"/>	<input type="checkbox"/>	Legal restrictions on arrests, search and seizure
<input type="checkbox"/>	<input type="checkbox"/>	Liability for failure to take action
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Basic first aid, adult CPR and AED certifications
<input type="checkbox"/>	<input type="checkbox"/>	Grooming and uniform appearance, including wearing photo identification badge
<input type="checkbox"/>	<input type="checkbox"/>	Handling of situations with less than legal force
<input type="checkbox"/>	<input type="checkbox"/>	Monitoring of security video surveillance systems
<input type="checkbox"/>	<input type="checkbox"/>	Access control
<input type="checkbox"/>	<input type="checkbox"/>	Oral and written communication skills
<input type="checkbox"/>	<input type="checkbox"/>	Safety
<input type="checkbox"/>	<input type="checkbox"/>	Active shooter response training
<input type="checkbox"/>	<input type="checkbox"/>	Standards of conduct
<input type="checkbox"/>	<input type="checkbox"/>	Patrol techniques
<input type="checkbox"/>	<input type="checkbox"/>	Public and client relations
<input type="checkbox"/>	<input type="checkbox"/>	Reporting requirements
<input type="checkbox"/>	<input type="checkbox"/>	Driver/vehicle maintenance and inspection
<input type="checkbox"/>	<input type="checkbox"/>	Facility lock down training
<input type="checkbox"/>	<input type="checkbox"/>	Suspicious package

This individual has successfully completed:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	40 hours or more of basic training.
<input type="checkbox"/>	<input type="checkbox"/>	20 hours or more of annual in-service refresher training.
<input type="checkbox"/>	<input type="checkbox"/>	A series of tests covering all training subjects required by the Contractor.

EXHIBIT F
SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

For armed positions only, this individual has received:

- Annual firearms and weapons qualifications training.
- Firearms storage training.

List any additional training that was provided below.

EXHIBIT F
SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

BACKGROUND INVESTIGATION & PERSONNEL FOLDER:

(Please check)

YES **NO**

Has the contractor completed a thorough background investigation for this individual?

Does the Contractor have a personnel folder for this individual on file containing the following information:

(Please check)

YES **NO**

Name and address

Date of birth

Photograph (from photo ID card)

Copy of high school diploma/GED

Copy of Connecticut Security Office Certification Identification Card

Copy of Connecticut Security Office Certification Identification Card including a firearms permit endorsement (Blue Card), if applicable Not applicable.

Record of guard training

Copy of medical exam certification

Copy of drug/urine analysis

Record of guard training

Prior employment check

Out-of-State criminal records check

Personal reference check

State of Connecticut criminal check

Driver license verification, if applicable

All "NO" responses must be fully explained in writing on the back of this form.

EXHIBIT F
SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

I, _____, certify that all of the Contract requirements listed
Employee Print Name
above have been completed and met.

Employee Sign Name

Date

To be completed by Contractor:

Print name of individual completing checklist

Title

Phone

Signature of individual completing checklist

Date

EXHIBIT F

SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

This checklist must be completed by the Contractor for all employees working under Contract #17PSX0001. The original checklist must be kept in the employee's personnel file on-site with the Client Agency and a copy of the checklist with the Contractor.

Contractor Name:	
Employee Name:	
Client Agency Assigned to:	
Client Agency Building Address:	

QUALIFICATIONS:

Guard II meets all of the requirements listed below:

(Please check)

YES NO

- Registered as security officer with the Department of Public Safety, Special Licensing and Firearms Unit.
- Current and valid Connecticut Security Officer Certification Identification Card including a firearms permit endorsement (Blue Card) issued from the DESPP, Special Licensing and Firearms Unit.
- High school graduate or equivalent.
- Effective personal and verbal communications skills.
- Physically able to perform duties.
- Proficient in the English language.
- No conviction(s) of any offense that renders the guard unsuitable for the position for which he or she is intended.
- Free of drug and alcohol abuse.
- No record of violent behavior.
- Detailed employment application.
- Current and valid State of Connecticut Motor Vehicle Operator's license, if required, or a State of Connecticut Motor Vehicle Identification Card.
- Medical/physical examination including a 5 panel drug test.
- Hearing and vision test.
- Psychological/ability test.
- Enforce Client Agency regulations and procedures designed to prevent breaches of security.
- Exercise judgment and use discretion in responding to incidents and emergencies.
- Determine whether to intervene directly, keep situations under control or perform incidents/situations to the appropriate authority for handling.
- Demonstrate proficiency with firearms and other special weapons.

EXHIBIT F

SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

TRAINING:

Guard II meets all of the training requirements listed below:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Role of security personnel
<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	Emergency response/situations (fire, medical and threats)
<input type="checkbox"/>	<input type="checkbox"/>	Handling of control, detection and reporting of fires, use of portable fire-fighting equipment and control of sprinkler systems
<input type="checkbox"/>	<input type="checkbox"/>	Report writing
<input type="checkbox"/>	<input type="checkbox"/>	Legal powers and limitations
<input type="checkbox"/>	<input type="checkbox"/>	Preventing discrimination and harassment.
<input type="checkbox"/>	<input type="checkbox"/>	Professionalism and ethics
<input type="checkbox"/>	<input type="checkbox"/>	Legal restrictions on arrests, search and seizure
<input type="checkbox"/>	<input type="checkbox"/>	Liability for failure to take action
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Basic first aid, adult CPR and AED certifications
<input type="checkbox"/>	<input type="checkbox"/>	Grooming and uniform appearance, including wearing photo identification badge
<input type="checkbox"/>	<input type="checkbox"/>	Handling of situations with less than legal force
<input type="checkbox"/>	<input type="checkbox"/>	Monitoring of security video surveillance systems
<input type="checkbox"/>	<input type="checkbox"/>	Access control
<input type="checkbox"/>	<input type="checkbox"/>	Oral and written communication skills
<input type="checkbox"/>	<input type="checkbox"/>	Safety
<input type="checkbox"/>	<input type="checkbox"/>	Active shooter response training
<input type="checkbox"/>	<input type="checkbox"/>	Standards of conduct
<input type="checkbox"/>	<input type="checkbox"/>	Patrol techniques
<input type="checkbox"/>	<input type="checkbox"/>	Public and client relations
<input type="checkbox"/>	<input type="checkbox"/>	Reporting requirements
<input type="checkbox"/>	<input type="checkbox"/>	Driver/vehicle maintenance and inspection
<input type="checkbox"/>	<input type="checkbox"/>	Facility lock down training
<input type="checkbox"/>	<input type="checkbox"/>	Suspicious package
<input type="checkbox"/>	<input type="checkbox"/>	Annual firearms and weapons qualifications training.
<input type="checkbox"/>	<input type="checkbox"/>	Firearms storage training.

Security Guard II has successfully completed:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	40 hours or more of basic training.
<input type="checkbox"/>	<input type="checkbox"/>	20 hours or more of annual in-service refresher training.
<input type="checkbox"/>	<input type="checkbox"/>	A series of tests covering all training subjects required by the Contractor.

EXHIBIT F SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

BACKGROUND INVESTIGATION & PERSONNEL FOLDER:

(Please check)

YES **NO**

Has the contractor completed a thorough background investigation for this Guard II?

Does the Contractor have a personnel folder for this Guard II on file containing the following information?

(Please check)

YES **NO**

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Name and address |
| <input type="checkbox"/> | <input type="checkbox"/> | Date of birth |
| <input type="checkbox"/> | <input type="checkbox"/> | Photograph (from photo ID card) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of high school diploma/GED |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Connecticut Security Office Certification Identification Card including a firearms permit endorsement (Blue Card), if applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | Record of guard training |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of medical exam certification |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of drug/urine analysis |
| <input type="checkbox"/> | <input type="checkbox"/> | Record of guard training |
| <input type="checkbox"/> | <input type="checkbox"/> | Prior employment check |
| <input type="checkbox"/> | <input type="checkbox"/> | Out-of-State criminal records check |
| <input type="checkbox"/> | <input type="checkbox"/> | Personal reference check |
| <input type="checkbox"/> | <input type="checkbox"/> | State of Connecticut criminal check |
| <input type="checkbox"/> | <input type="checkbox"/> | Driver license verification, if applicable |

All "NO" responses must be fully explained in writing below:

EXHIBIT F
SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

I, _____, certify that all of the Contract requirements listed
Employee Print Name
above have been completed and met.

Employee Sign Name

Date

To be completed by Contractor:

Print name of individual completing checklist

Title

Phone

Signature of individual completing checklist

Date

EXHIBIT F

SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

This checklist must be completed by the Contractor for all employees working under Contract #17PSX0001. The original checklist must be kept in the employee's personnel file on-site with the Client Agency and a copy of the checklist with the Contractor.

Contractor Name:	
Employee Name:	
Client Agency Assigned to:	
Client Agency Building Address:	

QUALIFICATIONS/REQUIREMENTS:

Supervisory positions (Shift Supervisor I and II/Site Supervisor I and II/Site Manager I and II) shall meet all of the requirements listed below:

(Please check)

YES NO

- Registered as security officer with the Department of Public Safety, Special Licensing and Firearms Unit.
- Current and valid Connecticut Security Officer Certification Identification Card.
- High school graduate or equivalent.
- Effective personal and verbal communications skills.
- Physically able to perform duties.
- Proficient in the English language.
- No conviction(s) of any offense that renders the guard unsuitable for the position for which he or she is intended.
- Free of drug and alcohol abuse.
- No record of violent behavior.
- Detailed employment application.
- Current and valid State of Connecticut Motor Vehicle Operator's license, if required, or a State of Connecticut Motor Vehicle Identification Card.
- Medical/physical examination including a 5 panel drug test.
- Hearing and vision test.
- Psychological/ability test.
- Enforce Client Agency regulations and procedures designed to prevent breaches of security.
- Exercise judgment and use discretion in responding to incidents and emergencies.
- Determine whether to intervene directly, keep situations under control or perform incidents/situations to the appropriate authority for handling.

EXHIBIT F

SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

QUALIFICATIONS/REQUIREMENTS (continued):

- Sustained experience in supervising security personnel.
- Demonstrated knowledge/application of leadership skills.
- Superior public relations skills.
- Recommendation from former employees and associates.
- Serve as a liaison between the Contractor and the Client Agency.
- Investigate all matters concerning security and safety at Client Agency locations and report findings to the Client Agency.
- Monitor and supervise activity and performance of all security personnel levels at Client Agency location(s).
- Recommendations to Client Agency for improvements in safety and service.
- Make random and unannounced inspection of security personnel.
- Ensure all shifts are covered by qualified security personnel at all times and immediately fill any shift openings.
- Review daily logs, incident reports and other paperwork for neatness, accuracy and completeness and route to appropriate parties, as required.
- Review incidents for patterns or trends and recommend appropriate corrective and/or preventative measures to limit liability and exposure to property.
- Ensure that post orders are maintained and updated as needed.

For armed positions (Shift Supervisor II/Site Supervisor II/Site Manager II) only, employee:

- Has a current and valid Connecticut Security Officer Certification Identification Card including a firearms permit endorsement (Blue Card) issued from the DESPP, Special Licensing and Firearms Unit.
- Demonstrate proficiency with firearms and other special weapons.
- Armed position not applicable.

TRAINING:

Individual meets all of the training requirements listed below:

(Please check)

YES NO

- Role of security personnel
- Customer service
- Emergency response/situations (fire, medical and threats)
- Handling of control, detection and reporting of fires, use of portable fire-fighting equipment and control of sprinkler systems
- Report writing
- Legal powers and limitations

EXHIBIT F

SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

TRAINING (continued):

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Preventing discrimination and harassment. |
| <input type="checkbox"/> | <input type="checkbox"/> | Professionalism and ethics |
| <input type="checkbox"/> | <input type="checkbox"/> | Legal restrictions on arrests, search and seizure |
| <input type="checkbox"/> | <input type="checkbox"/> | Liability for failure to take action |
| <input type="checkbox"/> | <input type="checkbox"/> | Procedures in notifying police in the event of criminal activity |
| <input type="checkbox"/> | <input type="checkbox"/> | Procedures in notifying police in the event of criminal activity |
| <input type="checkbox"/> | <input type="checkbox"/> | Basic first aid, adult CPR and AED certifications |
| <input type="checkbox"/> | <input type="checkbox"/> | Grooming and uniform appearance, including wearing photo identification badge |
| <input type="checkbox"/> | <input type="checkbox"/> | Handling of situations with less than legal force |
| <input type="checkbox"/> | <input type="checkbox"/> | Monitoring of security video surveillance systems |
| <input type="checkbox"/> | <input type="checkbox"/> | Access control |
| <input type="checkbox"/> | <input type="checkbox"/> | Oral and written communication skills |
| <input type="checkbox"/> | <input type="checkbox"/> | Safety |
| <input type="checkbox"/> | <input type="checkbox"/> | Active shooter response training |
| <input type="checkbox"/> | <input type="checkbox"/> | Standards of conduct |
| <input type="checkbox"/> | <input type="checkbox"/> | Patrol techniques |
| <input type="checkbox"/> | <input type="checkbox"/> | Public and client relations |
| <input type="checkbox"/> | <input type="checkbox"/> | Reporting requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | Driver/vehicle maintenance and inspection |
| <input type="checkbox"/> | <input type="checkbox"/> | Facility lock down training |
| <input type="checkbox"/> | <input type="checkbox"/> | Suspicious package |
| <input type="checkbox"/> | <input type="checkbox"/> | Basics of effective supervision training |
| <input type="checkbox"/> | <input type="checkbox"/> | Human relations training |
| <input type="checkbox"/> | <input type="checkbox"/> | Conflict resolution training |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor's policies and procedures |
| <input type="checkbox"/> | <input type="checkbox"/> | Client Agency, policy, procedures and expectations |
| <input type="checkbox"/> | <input type="checkbox"/> | Understanding of the mission, staff, clients, visitors of the Client Agency. |
| <input type="checkbox"/> | <input type="checkbox"/> | Role playing exercises in supervision |
| <input type="checkbox"/> | <input type="checkbox"/> | Progressive discipline training |

For armed positions (Shift Supervisor II/Site Supervisor II/Site Manager II) only, employee has received:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Annual firearms and weapons qualifications training. |
| <input type="checkbox"/> | <input type="checkbox"/> | Firearms storage training. |
| | <input type="checkbox"/> | Armed position not applicable. |

Individual has successfully completed:

- (Please check)
- | | | |
|--------------------------|--------------------------|--|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | 40 hours or more of basic training. |
| <input type="checkbox"/> | <input type="checkbox"/> | 20 hours or more of annual in-service refresher training. |
| <input type="checkbox"/> | <input type="checkbox"/> | A series of tests covering all training subjects required by the Contractor. |

EXHIBIT F SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

BACKGROUND INVESTIGATION & PERSONNEL FOLDER:

(Please check)

YES NO

 Has the contractor completed a thorough background investigation for this individual?

Does the Contractor have a personnel folder for this individual on file containing the following information?

(Please check)

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Name and address |
| <input type="checkbox"/> | <input type="checkbox"/> | Date of birth |
| <input type="checkbox"/> | <input type="checkbox"/> | Photograph (from photo ID card) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of high school diploma/GED |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Connecticut Security Office Certification Identification Card |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Connecticut Security Office Certification Identification Card with a firearms permit endorsement (Blue Card) |
| <input type="checkbox"/> | <input type="checkbox"/> | Record of guard training |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of medical exam certification |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of drug/urine analysis |
| <input type="checkbox"/> | <input type="checkbox"/> | Record of guard training |
| <input type="checkbox"/> | <input type="checkbox"/> | Prior employment check |
| <input type="checkbox"/> | <input type="checkbox"/> | Out-of-State criminal records check |
| <input type="checkbox"/> | <input type="checkbox"/> | Personal reference check |
| <input type="checkbox"/> | <input type="checkbox"/> | State of Connecticut criminal check |
| <input type="checkbox"/> | <input type="checkbox"/> | Driver license verification, if applicable |

All "NO" responses must be fully explained in writing below:

EXHIBIT F
SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

I, _____, certify that all of the Contract requirements listed
Employee Print Name
above have been completed and met.

Employee Sign Name

Date

To be completed by Contractor:

Print name of individual completing checklist

Title

Phone

Signature of individual completing checklist

Date

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

22 August 2017

CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

PLEASE NOTE:

- Refer to the next page for Contactor Information for Summit Security. Contact Person, phone number and email address has been updated for Summit Security.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Summit Security Services, Inc.**

Company Address: **390 RXR Plaza, Uniondale, NY 11556**

Tel. No.: **516-240-2432**

Fax No.: **516-686-0604**

Contract Value: **N/A**

Contact Person: **Daniel Sepulveda**

Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**

Company E-mail Address and/or Company Web Site: dsepulveda@summitsecurity.com www.summitsecurity.com

Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 1-800-615-5888

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Jude Murphy	Gene Kisken
Office Phone Number:	203-654-7846	203-202-3817
Cell Phone Number:	914-403-1218	914-760-1429
Email Address:	jmurphy@summitsecurity.com	gkisken@summitsecurity.com

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

21 August 2017

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

PLEASE NOTE:

- Refer to the next page for Contactor Information.
- Murphy Security Service LLC has decreased their pricing for Guard I and Guard II only. All other pricing and rebates for Murphy Security Service LLC remain the same. Refer to Exhibit B, RFP-16 - Supplement 2 for revised pricing effective 22 August 2017.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**

Company Address: **230 Oak Street, New Britain, CT 06051**

Tel. No.: **860-229-7698**

Fax No.: **860-223-0548**

Contract Value: **\$18,000,000.00 - Estimate**

Contact Person: **Joseph McCarthy**

Company E-mail Address and/or Company Web Site: jmccarthy@murphy-security.com www.murphy-security.com

Remittance Address: **P.O. Box 53, Brattleboro, VT 05302-0053**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 860-229-7698

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Joseph McCarthy	Chris King
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	413-657-0253
Email Address:	jmccarthy@murphy-security.com	cking@murphy-security.com

**EXHIBIT B, RFP-16 – Supplement 2
PRICE SCHEDULE**

CONTRACT NO: 17PSX0001

CONTRACTOR NAME:	Murphy Security Service LLC	PROMPT PAYMENT TERMS: NET 45 DAYS
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	AREA 1* PRICE PER HOUR	AREA 2* PRICE PER HOUR	AREA 3* PRICE PER HOUR	AREA 4* PRICE PER HOUR
1.	SECURITY PERSONNEL: GUARD I and II POSITIONS (Standard Wage Positions)					
	* Refer to Exhibit D for Service Areas List.					
Below Pricing Valid from: July 1, 2017 – August 31, 2017:						
a.	Security Guard I (Unarmed)		\$24.05	\$23.82	\$30.53	\$23.94
b.	Security Guard II (Armed)		\$32.60	\$33.65	\$34.40	\$33.96
Below Pricing Valid: September 1, 2017 – August 31, 2018:						
c.	Security Guard I (Unarmed)		\$24.85	\$24.54	\$31.33	\$24.75
d.	Security Guard II (Armed)		\$33.38	\$34.40	\$35.21	\$34.73
Below Pricing Valid: September 1, 2018 – August 31, 2019:						
e.	Security Guard I (Unarmed)		\$26.37	\$26.10	\$33.01	\$26.32
f.	Security Guard II (Armed)		\$34.99	\$36.08	\$36.87	\$36.39
Below Pricing Valid: September 1, 2019 – August 31, 2020:						
g.	Security Guard I (Unarmed)		\$28.72	\$28.47	\$35.36	\$28.67
h.	Security Guard II (Armed)		\$37.49	\$38.52	\$39.37	\$38.83

CONTRACTOR NAME:	Murphy Security Service, LLC
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)		
a.	Shift Supervisor I (Unarmed)		\$30.00
b.	Shift Supervisor II (Armed)		\$32.00
c.	Site Supervisor I (Unarmed)		\$31.00
d.	Site Supervisor II (Armed)		\$33.00
e.	Site Manager I (Unarmed)		\$34.50
f.	Site Manager II (Armed)		\$38.00

CONTRACTOR NAME:	Murphy Security Service, LLC
------------------	-------------------------------------

ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK – DAS WILL FILL IN AT TIME OF AWARD)	PRICING PER EACH
3.	EQUIPMENT OPTIONS:		
	- Rates do not include hourly rate for security personnel.		
a.	Vehicle		\$ 1500.00 Per month
			\$ 350.00 Per week
			\$ 65.00 Per day
			\$ 25.00 Per hour
b.	Bicycle		\$ 70.00 Per month
c.	Two-way Radio		\$ 50.00 Per month
d.	Cell Phone		\$ 75.00 Per month
e.	Golf Cart/Gator		\$ 300.00 Per month

CONTRACTOR NAME:	Murphy Security Service, LLC
------------------	-------------------------------------

CONTACT INFORMATION	
ACCOUNT MANAGER:	
Name:	Joseph McCarthy
Office Phone Number:	860.229.7698
Cell Phone Number:	860.810.0187
Email Address:	jmccarthy@murphy-security.com
BACKUP ACCOUNT MANAGER:	
Name:	Chris King
Office Phone Number:	860.229.7698
Cell Phone Number:	413.657.0253
Email Address:	cking@murphy-security.com

24/7 TELEPHONE NUMBER:	860.229.7698
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QUARTERLY REBATE INFORMATION:	
-Refer to Section 2c of Exhibit A.	
\$0.00 - \$1,000,000	0%
\$1,000,001 - \$5,000,000	0.25%
\$5,000,001 and more	0.50%

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

21 July 2017

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

CLIENT AGENCIES PLEASE NOTE:

- Refer to the next page for additional information regarding security guard retention.
- Refer to the next pages for Contactor Information.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

NOTICE TO CLIENT AGENCIES

Just to reiterate language in provided in this Contract, Contractors are required to retain a security guard for a 90 day period in accordance with Section 2 (f) of Exhibit A. Please review the section below for additional information regarding security guard retention.

2 (f). Worker Retention/Transition of Incumbent Security Personnel:

Contractor shall retain the employees of the prior contractor that provided Services for a Client Agency's location pursuant to CGS § 31-57(g), latest revision. Contractor may contact the prior contractor or the Service Employees International Union (SEIU) Representative, at 860-560-8674 (if applicable) for a seniority list which contains the employee's information; name, date of hire, salary and employment occupation classification of each person currently employed at the Client Agency's facilities location by the existing Contractor.

Contractor shall comply with CGS §31-57f, section (h) which states:

“Where a required employer is awarded a contract to perform services that are substantially the same as services that have been rendered under a predecessor contract, such required employer shall retain, for a period of ninety days, all employees who had been employed by the predecessor to perform services under such predecessor contract, except that the successor contract need not retain employees who worked less than fifteen hours per week or who had been employed at the site for less than sixty days. During such ninety-day period, the successor contract shall not discharge without just cause an employee retained pursuant to this subsection. If the performance of an employee retained pursuant to this subsection or section 4a-82 is satisfactory during the ninety-day period, the successor contractor shall offer the employee continued employment for the duration of the successor contract under the terms and conditions established by the successor contractor, or as required by law. The provisions of this subsection shall not apply to any contract covered by section 31-57g or subsections (n) and (o) of section 4a-82.”

During the 90 day retention period, the Contractor shall:

- (1) Apply hiring protocols that may include background screenings, drug testing and verification of qualifications for incumbent security personnel.
- (2) Provide orientation and training programs to incumbent security personnel that have successfully passed hiring protocols.
- (3) Identify incumbent security personnel training deficiencies and provide required training.
- (4) Monitor performance of incumbent security personnel.
- (5) Transition successful incumbent security personnel to Contractor employment at the end of the 90 day period.

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: **Murphy Security Service, LLC**
 Company Address: **230 Oak Street, New Britain, CT 06051**
 Tel. No.: **860-229-7698** Fax No.: **860-223-0548** Contract Value: **\$18,000,000.00 - Estimate**
 Contact Person: **Joseph McCarthy**
 Company E-mail Address and/or Company Web Site: jmccarthy@murphy-security.com www.murphy-security.com
 Remittance Address: **P.O. Box 53, Brattleboro, VT 05302-0053**
 Certification Type (SBE, MBE or None): **N/A** Agrees to Supply Political SubDivisions: **Yes**
 Prompt Payment Terms: **0% 00 Net 45**

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 860-229-7698

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Joseph McCarthy	Chris King
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	413-657-0253
Email Address:	jmccarthy@murphy-security.com	cking@murphy-security.com

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: **Summit Security Services, Inc.**
 Company Address: **390 RXR Plaza, Uniondale, NY 11556**
 Tel. No.: **516-240-2491** Fax No.: **516-240-2425** Contract Value: **\$18,000,000.00 - Estimate**
 Contact Person: **Mike Beckerich**
 Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**
 Company E-mail Address and/or Company Web Site: mbeckerich@summitsecurity.com www.summitsecurity.com
 Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**
 Certification Type (SBE, MBE or None): **N/A** Agrees to Supply Political SubDivisions: **Yes**
 Prompt Payment Terms: **0% 00 Net 45**

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 1-800-615-5888

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Jude Murphy	Gene Kisken
Office Phone Number:	203-654-7846	203-202-3817
Cell Phone Number:	914-403-1218	914-760-1429
Email Address:	jmurphy@summitsecurity.com	gkisken@summitsecurity.com

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: **United Security**

Company Address: **1055 Summer Street, 3rd Floor, Stamford, CT 06905**

Tel. No.: **203-353-3322**

Fax No.: **203-353-9937**

Contract Value: **\$18,000,000.00 - Estimate**

Contact Person: **Michael Dorfman**

Company E-mail Address and/or Company Web Site: mdorfman@usisecurity.com

www.usisecurity.com

Remittance Address: **40 Shrewsbury Avenue, Red Bank, NJ 07701**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

UNITED SECURITY CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 1-800-874-6434		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Butt	Michael Dorfman
Office Phone Number:	203-353-3322	203-353-3322
Cell Phone Number:	914-523-5800	203-667-8368
Email Address:	jbutt@usisecurity.com	mdorfman@usisecurity.com

CONTRACT AWARD
RFP-38 Rev. 11/18/16
Prev. Rev. 3/12/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

13 July 2017

RFP Due Date:

27 April 2017

CONTRACT AWARD

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

DESCRIPTION:

Security Personnel Services

FOR: All Using State Agencies, Political Subdivisions and Not-for-Profit Organizations		TERM OF CONTRACT: 19 July 2017 through 31 December 2022	
		AGENCY REQUISITION NUMBER: 4542	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$36,000,000.00	-	\$18,000,000.00	\$54,000,000.00 - Estimate

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

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

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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.

- Refer to the next page for Contractor Information.

APPROVED _____

MELODY A. CUREY

Commissioner

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**
 Company Address: **230 Oak Street, New Britain, CT 06051**
 Tel. No.: **860-229-7698** Fax No.: **860-223-0548** Contract Value: **\$18,000,000.00 - Estimate**
 Contact Person: **Joseph McCarthy**
 Company E-mail Address and/or Company Web Site: jmccarthy@murphy-security.com www.murphy-security.com
 Remittance Address: **P.O. Box 53, Brattleboro, VT 05302-0053**
 Certification Type (SBE, MBE or None): **N/A** Agrees to Supply Political SubDivisions: **Yes**
 Prompt Payment Terms: **0% 00 Net 45**

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 860-229-7698

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Joseph McCarthy	Chris King
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	413-657-0253
Email Address:	jmccarthy@murphy-security.com	cking@murphy-security.com

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: **Summit Security Services, Inc.**
 Company Address: **390 RXR Plaza, Uniondale, NY 11556**
 Tel. No.: **516-240-2491** Fax No.: **516-240-2425** Contract Value: **\$18,000,000.00 - Estimate**
 Contact Person: **Mike Beckerich**
 Connecticut Regional Office Address: **129 Church Street, Suite 412-413, New Haven, CT 06510**
 Company E-mail Address and/or Company Web Site: mbeckerich@summitsecurity.com www.summitsecurity.com
 Remittance Address: **Post Office, P.O. Box 28286, New York, NY 10087-8286**
 Certification Type (SBE, MBE or None): **N/A** Agrees to Supply Political SubDivisions: **Yes**
 Prompt Payment Terms: **0% 00 Net 45**

SUMMIT SECURITY SERVICES, INC. CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 1-800-615-5888

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	Jude Murphy	Gene Kisken
Office Phone Number:	203-654-7846	203-202-3817
Cell Phone Number:	914-403-1218	914-760-1429
Email Address:	jmurphy@summitsecurity.com	gkisken@summitsecurity.com

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: **United Security**

Company Address: **1055 Summer Street, 3rd Floor, Stamford, CT 06905**

Tel. No.: **203-353-3322**

Fax No.: **203-353-9937**

Contract Value: **\$18,000,000.00 - Estimate**

Contact Person: **Michael Dorfman**

Company E-mail Address and/or Company Web Site: mdorfman@usisecurity.com

www.usisecurity.com

Remittance Address: **40 Shrewsbury Avenue, Red Bank, NJ 07701**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

UNITED SECURITY CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 1-800-874-6434

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Butt	Michael Dorfman
Office Phone Number:	203-353-3322	203-353-3322
Cell Phone Number:	914-523-5800	203-667-8368
Email Address:	jbutt@usisecurity.com	mdorfman@usisecurity.com

CLIENT AGENCY INSTRUCTIONS**Instructions on How to Use This Contract:**

To meet various Client Agencies needs some Contracts are awarded to multiple Contractors. This Contract is a "Multiple Award" Contract. Awarded Contractors are: Murphy Security Service, LLC, Summit Security Services, Inc. and United Security in which the Client Agency may use any of the three (3) Contractors listed within the Contract and should consider the following criteria when selecting a Contractor prior to the issuance of their purchase order:

- Utilize the total lowest priced solution while taking into account the Contractor's hourly rates and potential rebates offered to the State.
- Select the Contractor which best fits the Client Agency business needs and security requirements.
- Consider the critically of the task.

It is recommended that the Client Agency meet with the Contractors prior to issuing a purchase order. Refer to the instructions below for obtaining security personnel services under this Contract.

1. The Client Agency shall review the list of Service Areas provided in Exhibit E to determine which area their location falls under then refer to Exhibit B to review the Contractors pricing for that location. Please note that pricing for Guards I and II are by Service Area now not by County.
2. The Client Agency should contact Contractors to set up an initial meeting to outline the specific services required by the Client Agency. The purpose of this meeting will be to determine the number of hours and positions that are required; establish a schedule of work; and review all Client Agency's specifications, policies and procedures. Client Agency requirements must be consistent with these terms and conditions of this Contract. Contractors will be expected to comply with all Client Agency requirements. Contractor shall establish, complete and provide the Client Agency with a transition plan, communication plan and implementation plan within a written agreed upon time period between the Client Agency and Contractor.
3. The Client Agency shall receive, from the Contractor, and retain a copy of Exhibit F, Personnel Qualifications and Training Checklist for each of the Contractor's personnel providing services for the Client Agency.
4. Subsequent to the initial meeting, all other meetings will be on an as needed basis for any one of the following purposes, but not limited to:
 1. Review job progress and quality of work.
 2. Identify and resolve problems.
 3. Maintain a sound working relationship between the Contractor and the Client Agency, and a mutual understanding of the Contract.
 4. Modify and/or update facility work rules.
 5. Change/update duties of the security officer.
5. The Client Agency may reject or request immediate replacement of security personnel for performance issues.

CLIENT AGENCY INSTRUCTIONS

6. The Client Agency is encouraged to make recommendations to the Contractor's Account Manager when security guards are performing services above and beyond their required duties, outstanding appearance and/or superior performance. Contractors may provide rewards that include cash bonuses to the guard for these recommendations.

CONTRACT

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Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Murphy Security Service, LLC

Awarded Contractor

SECURITY PERSONNEL SERVICES

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This Contract (the "Contract") is made as of July 19, 2017 (the "Effective Date") by and between, Murphy Security Service, LLC (the "Contractor,") with a principal place of business at 30 Oak Street, New Britain, CT 06051, acting by Joseph M. McCarthy, its Manager of Operations and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) **Claims**: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
 - (b) **Client Agency**: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) **Confidential Information**: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the 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.
 - (d) **Confidential Information Breach**: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
 - (e) **Contract**: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through 31 December 2022.
The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined

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total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

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

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

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

(b) Payment Terms and Billing:

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

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

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

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Items 1a through 1h – Security Personnel (Standard Wage Rate Positions): Rates increases are allowed when there is a Standard Wage Rates increase.

Items 2a through 2f – Security Personnel (Non-Standard Wage Rate Positions): There will be no rate increase for one year following the Effective Date. After the first year, the Contractor may request one rate increase per year.

Item #3a through 3e – Equipment Options: Equipment options will remain firm for the term of the Contract.

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

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

5. Rejected Items; Abandonment.

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

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

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- (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 parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of

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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

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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

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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

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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.

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18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The 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

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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

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- any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
 - (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
 - (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;

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- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

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

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal

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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, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

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

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

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

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

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

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

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

(b)

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

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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

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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

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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.

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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 Boulevard, Suite 1202
Hartford, CT 06103
Attention: Linda LoSchiavo

If to the Contractor:

Murphy Security Service, LLC
230 Oak Street
New Britain, CT 06051
Attention: Joseph M. McCarthy

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

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(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 terms "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.**

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- (a) Audit and Inspection of Plants, Places of Business and Records. 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.

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

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

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

51. Cross-Default.

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

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

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

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

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- (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.

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- (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

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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

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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

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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

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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.

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- (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.

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- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et*

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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.

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SIGNATURE PAGE OF CONTRACT

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

MURPHY SECURITY SERVICE, LLC

STATE OF CONNECTICUT

Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Joseph M. McCarthy

Name: Melody A. Currey

Title: Manager of Operations

Title: Commissioner

Date: July 5, 2017

Date: July 19, 2017

CONTRACT

17PSX0001

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Summit Security Service, Inc.

Awarded Contractor

SECURITY PERSONNEL SERVICES

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This Contract (the "Contract") is made as of July 19, 2017 (the "Effective Date") by and between, Summit Security Services Inc. (the "Contractor,") with a principal place of business at 390 RXR Plaza, Uniondale, NY 11556, acting by Nick Auletta, its Co-President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the 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.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
 - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through 31 December 2022.
The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined

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total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing:
 - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) 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: Price adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.

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Items 1a through 1h – Security Personnel (Standard Wage Rate Positions): Rates increases are allowed when there is a Standard Wage Rates increase.

Items 2a through 2f – Security Personnel (Non-Standard Wage Rate Positions): There will be no rate increase for one year following the Effective Date. After the first year, the Contractor may request one rate increase per year.

Item #3a through 3e – Equipment Options: Equipment options will remain firm for the term of the Contract.

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

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

5. Rejected Items; Abandonment.

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

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

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- (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 parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of

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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

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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

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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

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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.

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18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The 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

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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

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- any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
 - (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
 - (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;

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- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

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

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal

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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, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

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

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

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

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

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

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

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

(b)

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

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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

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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

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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.

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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 Boulevard, Suite 1202
Hartford, CT 06103
Attention: Linda LoSchiavo

If to the Contractor:

Summit Security Services, Inc.
390 RXR Plaza
Uniondale, NY 11556
Attention: Mike Beckerich

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

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(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 terms "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.**

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- (a) Audit and Inspection of Plants, Places of Business and Records. 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.

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

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

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

51. Cross-Default.

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

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

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

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

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- (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.

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- (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

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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

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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

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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

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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.

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- (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.

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- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et*

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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.

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SIGNATURE PAGE OF CONTRACT

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

SUMMIT SECURITY SERVICES, INC.

STATE OF CONNECTICUT

Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Nicholas Auletta

Name: Melody A. Currey

Title: Co-President

Title: Commissioner

Date: July 6, 2017

Date: July 19, 2017

CONTRACT

17PSX0001

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

United Security

Awarded Contractor

SECURITY PERSONNEL SERVICES

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This Contract (the "Contract") is made as of July 19, 2017 (the "Effective Date") by and between, United Security (the "Contractor,") with a principal place of business at 1055 Summer Street, Stamford, CT 06905, acting by Frank J. Consoli II, its CEO and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the 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.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
 - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through 31 December 2022.
The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined

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total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing:
 - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) 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: Price adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.

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Items 1a through 1h – Security Personnel (Standard Wage Rate Positions): Rates increases are allowed when there is a Standard Wage Rates increase.

Items 2a through 2f – Security Personnel (Non-Standard Wage Rate Positions): There will be no rate increase for one year following the Effective Date. After the first year, the Contractor may request one rate increase per year.

Item #3a through 3e – Equipment Options: Equipment options will remain firm for the term of the Contract.

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

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

5. Rejected Items; Abandonment.

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

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

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- (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 parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of

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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

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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

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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

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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.

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18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The 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

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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

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- any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
 - (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
 - (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;

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- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

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

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal

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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, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

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

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

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

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

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

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

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

(b)

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

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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

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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

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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.

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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 Boulevard, Suite 1202
Hartford, CT 06103
Attention: Linda LoSchiavo

If to the Contractor:

United Security
1055 Summer Street
Stamford, CT 06905
Attention: Michael Dorfman

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

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(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 terms "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.**

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- (a) Audit and Inspection of Plants, Places of Business and Records. 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.

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

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

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

51. Cross-Default.

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

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

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

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

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- (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.

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- (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

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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

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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

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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

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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.

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- (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.

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- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et*

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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.

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SIGNATURE PAGE OF CONTRACT

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

UNITED SECURITY

STATE OF CONNECTICUT

Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Frank J. Consoli II

Name: Melody A. Currey

Title: CEO

Title: Commissioner

Date: July 5, 2017

Date: July 19, 2017

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

a. General:

Contractor shall provide uniformed security personnel services, at different experience levels, for any State agency, political subdivision of the State or not-for-profit organization.

Contractor, through the use of security personnel (Security Guard I and II and Supervisory), shall ensure the protection of various buildings, grounds, individuals and appurtenances located at various locations throughout the State and as defined by each Client Agency.

b. Services:

Services required under this Contract will be primarily for unarmed security personnel. Armed security personnel (Security Guard II or Supervisory) may be required when requested by the Client Agency.

Services for security personnel will be long-term, however, the duration of each security assignment may be as short as one or two days as determined by the Client Agency.

Client Agency shall provide the Contactor a 30 days' notice, via purchase order, prior to commencement of requested services, unless the both parties are agreeable, in writing, to services commencing sooner.

(1) Security personnel may be required to provide the Services including, but not limited to:

- (a) Protection against fire/arson, vandalism, theft, loitering, trespass, burglary/unlawful entry or intrusion, bodily harm and building system malfunctions and deficiencies (i.e. water leaks, open windows, lights out).
- (b) Monitoring and response to building alarms, hazards, larceny, abuse and traffic.
- (c) Raising and lowering State and national colors.
- (d) Surveillance and protection of parking facilities.
- (e) Escort duties.
- (f) Checking identification and/or administering issuance of visitor passes.
- (g) Observation and/or screening of visitors.
- (h) Submission of reports relative to area of responsibility, as required.
- (i) Response to medical emergencies within the scope of security personnel's cardiopulmonary resuscitation (CPR) and basic first aid certifications of CPR.
- (j) Assistance in practice and actual emergency evaluations and drills.
- (k) Use Guard Tour technology, if requested.

(2) Contractor shall provide, per Connecticut Statutes and regulations, armed security personnel (Security Guard II or Supervisory II Position) equipment including but not limited to:

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- (a) A firearm, holster, gun belt and ammunition. The Guard II may use their own personal firearm, with written approval from the Client Agency. Note: Firearm(s) and ammunition must be approved by Department of Emergency Services and Public Protection (DESPP), Special Licensing and Firearms Unit prior to the assignment.
 - (b) Secure storage (i.e. gun safe) for the firearm(s) and ammunition on the Client Agency premises, if required in writing by the Client Agency. If secure storage is required, the Client Agency will determine where and how the firearm(s) and ammunition are stored.
 - (c) A schedule for cleaning, inspecting and maintaining the firearm and ammunition.
- (4) Contractor shall provide and maintain in good repair the following equipment, if listed under the Contractor's rates in Exhibit B, when requested in writing by the Client Agency. Client Agency will determine the type of equipment that is required under each category.
- (a) Vehicles
 - (b) Bicycles
 - (c) Two-way radios
 - (d) Cell phones
 - (e) Golf carts
- (5) If Guard Tour technology is required for a specific location, the Client Agency must purchase the equipment using their own purchasing authority. Contractor shall not provide this equipment to the Client Agency. Contractor shall provide security personnel to use and operate the equipment, when requested by the Client Agency.

c. Security Personnel Positions/Requirements/Qualifications:

Contractor shall assign security personnel who are competent and have required training and experience as set forth in this Contract.

Client Agency may approve the selection and/or removal of any security personnel assigned to the Client Agency location.

Contractor security personnel shall carry a valid and current State of Connecticut Motor Vehicle Operator's License (required if operating a vehicle while providing security services) or State of Connecticut Department of Motor Vehicle Identification Card at all times.

Contractor shall provide security personnel capable of performing normal or emergency duties that require moderate to strenuous physical extension (e.g., climbing stairs or ladders or running) including standing for long periods of time.

Client Agency shall determine whether security personnel are considered essential or non-essential during inclement weather.

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Security personnel shall carry their valid Connecticut Security Officer Certification Identification Card (“Guard Card”) and/or Connecticut Security Officer Identification Card including a firearms permit endorsement (Blue Card), as applicable, at all times while performing their duties. Security personnel must present their Guard Card and/or Blue Card for inspection when requested by the Client Agency or DAS/Statewide Security Unit (SSU) or any law enforcement officer.

Security personnel will be provided in the following three categories:

1. Security Guard I (Standard Wage Position)
2. Security Guard II (Standard Wage Position)
3. Supervisory Positions (Non-Standard Wage Position) - consists of Shift Supervisors I and II, Site Supervisors I and II and Site Managers I and II.

Requirements for each designation are listed below.

Security personnel shall meet the minimum required qualifications/requirements listed below at all times during the term of the Contract:

(1) Security Guard I Qualifications/Requirements:

- (a) High school graduate or equivalent.
- (b) Effective personal and verbal communications skills.
- (c) Physically able to perform duties
- (d) Proficient in the English language.
- (e) No conviction of any offense that renders the guard unsuitable for the position for which he or she is intended.
- (f) Free of drug and alcohol abuse.
- (g) No record of violent behavior.
- (h) Detailed employment application.
- (i) Driver license verification.
- (j) Medical/physical examination:
 - o All applicants are required to complete a 5 panel drug test prior to hiring.
 - o All applicants are required to pass a pre-hire physical examination, the requirements of which have been validated as job related and consistent with business necessity.
 - o After hiring, a guard may be required to successfully pass a physical examination, the requirements of which have been validated as job related and consistent with business necessity, at any time that the Client Agency or Contractor has reasonable belief, based on objective evidence, that the guard’s ability to perform essential job functions may be impaired by a medical condition and/or the guard may pose a direct threat due to a medical condition.
- (k) Hearing and vision testing.
- (l) Psychological/ability testing:

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- All applicants are required to pass a pre-hire psychological/ability examination, the requirements of which have been validated as job related and consistent with business necessity.
- After hiring, a guard may be required to successfully pass a psychological/ability examination, the requirements of which have been validated as job related and consistent with business necessity, at any time that the Client Agency or Contractor has reasonable belief, based on objective evidence, that the guard's ability to perform essential job functions may be impaired by a medical condition and/or the guard may pose a direct threat due to a medical condition.
- (m) A current and valid Connecticut Security Officer Certification Identification Card (Guard Card) issued from the DESPP, Special Licensing and Firearms Unit.
- (n) Observe and report security and emergency situations.
- (o) Intervene directly only when situations which require minimal action to safeguard property or persons.
- (p) Carry out detailed instructions and procedures provided by the Client Agency to ensure that emergencies and security violations are readily discovered and reported to appropriate authority.

(2) Security Guard II Qualifications/Requirements:

Security Guard II shall meet all requirements set forth under Security Guard I as well as the following:

- (a) Enforce Client Agency regulations and procedures designed to prevent breaches of security.
- (b) Exercise judgment and use discretion in responding to incidents and emergencies.
- (c) Determine whether to intervene directly, keep situations under control or perform surveillance and request assistance (as time permits) or immediately report incidents/situations to the appropriate authority for handling.
- (d) Have and carry current and valid Blue Card at all times during the term of the Contract. The firearm carried must be the one that the security personnel is certified by the State to carry.
- (e) Demonstrate proficiency with firearms and other special weapons as identified and agreed to by the Client Agency in writing.

(3) Supervisory Positions Requirements/Qualifications:

All Supervisory positions (Shift Supervisor I and II, Site Supervisor I and II and Site Managers I and II) shall meet all requirements set forth under Security Guard I and II as modified below as well as the following:

Note: All Supervisory I positions (unarmed positions) do not require a Blue Card from DESPP nor do they need to demonstrate proficiency with firearms and other special weapons.

- (a) Sustained experience in supervising security personnel.
- (b) Demonstrated knowledge/application of leadership skills.

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- (c) Superior public relations skills
- (d) Recommended by former employers and associates.
- (e) Ability to serve as a liaison between the Contractor and the Client Agency.
- (f) Ability to investigate all matters concerning security and safety at Client Agency locations and report findings to the Client Agency.
- (g) Ability to monitor and supervise activity and performance of all security personnel levels at Client Agency location(s).
- (h) Ability to make recommendations to Client Agency for improvements in safety and service.
- (i) Ability to make random and unannounced inspection of security personnel.
- (j) Ability to ensure all shifts are covered by qualified security personnel at all times and immediately fill any shift openings.
- (k) Ability to review daily logs, incident reports and other paperwork for neatness, accuracy and completeness and route to appropriate parties, as required.
- (l) Ability to review incidents for patterns or trends and recommend appropriate corrective and/or preventative measures to limit liability and exposure to property.
- (m) Ability to ensure that post orders are maintained and updated as needed.

d. Contractor Responsibility:

(1) General Requirements:

Contractor shall:

- (a) Provide an account manager and phone number for all work assigned to the Contractor. The contact shall be available 24 hours per day/7 days per week/365 days per year.
- (b) Review the qualifications, experience and integrity of security personnel assigned to Client Agency locations. This review will include verification of licenses, certifications, criminal record, background check, past employment, education, financial, driving record and personal references.
- (c) Contractor shall screen, test, train, refresher train and monitor performance of security personnel assigned to Client Agency locations.
- (d) Complete and provide the Client Agency with a copy of the Personnel Qualifications and Training Checklist, Exhibit F, for each security personnel hired at a Client Agency's location.
- (e) Ensure continuity of the security personnel initially assigned to a Client Agency post unless that personnel assignment is objected to by the Client Agency or a mutually acceptable alternative schedule is agreed upon with the Client Agency.
- (f) Remove a guard or other personnel from a Client Agency site, when requested in writing from the Client Agency.
- (g) Not relocate a guard that was removed from moved from one Client Agency site and place them at another Client Agency site without informing the receiving Client Agency of the issues pertaining to the guard. Contractor shall receive written approval from the potential receiving Client Agency prior to placing the guard. Client Agencies have the right to refuse any potentially relocated guard in their sole and absolute discretion.

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(h) Provide the Client Agency a log book (a hard bound book with numbered pages), with Client Agency's written approval and at the Contractor's expense, for use at the Client Agency's location.

(2) Uniforms and Equipment for Security Personnel:

Contractor shall:

(a) Provide military style uniforms, in keeping with weather conditions, with identifying shoulder patches, employers name over left coat pocket and the employee's name tag over the right hand pocket identifying the person as a security officer. Client Agency may request, in writing, that the Contractor provide the security personnel with executive/corporate style uniforms (i.e. blazer and dress slacks) or specialized uniforms instead of the military style uniforms. Any styles of uniforms will be provided to security personnel at no additional cost to the State or to security personnel.

Uniforms must be worn in accordance with the dates listed below:

- Winter Uniforms are to be worn from October 1st to April 30th.
- Summer Uniforms are to be worn from May 1st to September 30th.

- (b) Not allow dangling jewelry or body piercing (except ears) for its employees.
- (c) The use of handcuffs, Tasers, pepper spray and baton/night sticks are not allowed.
- (d) Security personnel must be clean shaven and long hair must be pulled in.
- (e) Ensure that security personnel wear a photo identification badge at all times.
- (f) Provide an operable flashlight for security personnel before sunrise and after sunset or when requested in writing by the Client Agency.
- (g) Provide two-way radios to security personnel and Client Agency when requested in writing by the Client Agency per rates listed in Exhibit B.

(3) Client Service Plan:

Contractor shall establish and provide a Client Service Plan to each Client Agency (after receipt of purchase order) that may include, but not be limited to:

- (a) Selection of security personnel to be assigned.
- (b) Log book of specific duties for each post and/or location assigned.
- (c) Time and attendance logs for each security personnel assigned to a Client Agency location.
- (d) Description of how Service will be provided to a Client Agency location along with steps that will be taken to ensure that Services are provided per Contract specifications.

(4) Performance Monitoring by Field Supervisor:

(a) Contractor shall provide field supervision at no additional cost to the Client Agency.

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- (b) Field Supervisors shall make unannounced visits, at least once a week, for each shift, including weekends and holiday. Field Supervisor shall sign in and out of the site log book using a red pen indicating time of arrival and departure.
- (c) Field supervisor shall complete a report of his/her findings that will be provided to the Client Agency representative within three (3) days of the date of the site visit.
- (d) Field Supervisor shall monitor security personnel and make appropriate adjustments, as needed, in order to ensure a consistent level of Service.

(5) Reports:

Contractor shall provide reports that include, but are not limited to the following information when requested in writing by the Client Agency:

- (a) Type, quantity and frequency of training provided.
- (b) Certified Payroll records.
- (c) Incident Reports.
- (d) Time & Attendance logs of security personnel.

(6) Incident Reports:

Contractor shall provide documentation in the form of an incident report to the Client Agency within 2 hours from when the incident occurred. The format of the incident report must be approved for use by DAS/Statewide Security Unit within 30 days from the Contract Effective Date.

e. Security Personnel Responsibility:

Immediately upon reporting for duty, the security personnel shall (unless instructed otherwise by the Client Agency):

- (1) Note their time of entry and time of departure by signing in and out on a log book or by punching in or out on a time clock (if available) or as specified in writing by the Client Agency.
- (2) Hand in log book when the book is completely full to the Client Agency.
- (3) Read all log book entries from the previous duty shift and become acquainted with any problems or incidents that may have occurred.
- (4) Confer with Client Agency (if present) and/or the security guard being relieved to ascertain if there are any specific instructions for the upcoming tour(s) of duty.
- (5) Perform all duties as specified by the Client Agency.
- (6) Keep communication open between the Contractor, Client Agency and DAS/Procurement Services (where appropriate).
- (7) Respond to incidents, such as fire, violent storms or individuals that may constitute a danger to the building, its environs, residents, visitors, employee or occupants, and report promptly to the police or fire department for response.
- (8) Sound any mechanical or electronic alarm and alert responsible parties in any particular building of any danger by following site specific procedures as written in the facility's security manual provided by the Client Agency.

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f. Security Personnel Miscellaneous Requirements:

- (1) Smoking is not allowed in buildings except in designated smoking areas.
- (2) No office areas are to be used or disturbed by security personnel, unless permitted in writing by the Client Agency.
- (3) No personal phone calls are to be made from the Client Agency's telephones.
- (4) No security personnel may bring any weapons or dangerous instruments into the Client Agency's location ("weapons" and "dangerous instruments" are defined in Executive Order No. 16 as referenced in Section 32 of the Contract Document).
- (5) Security personnel are not allowed to bring into any building, carry on patrol or maintain on any posts the following items: cell phones, radios/music makers, recorders, television, reading material, games and/or pictorial material unless approved in writing by the Client Agency.
- (6) No security personnel may be under the influence or carry the odor of alcoholic beverages while on duty nor shall any security guard carry or consume any alcoholic beverage while on duty.
- (7) No security personnel may be under the influence of, carry or ingest a controlled substance while on duty, except as prescribed by medical authorizes and then only if the security personnel's performance of duties is not impaired in any way.
- (8) The use of foul, profane or other inappropriate language is prohibited.

g. Training Requirements:

- (1) General:
 - (a) Contractor shall provide training to security personnel that includes the categories of basic training, site-specific training, advanced and/or specialized training and refresher training. The categories of training are further described below. Training will be conducted at no additional cost to the Client Agency or to security personnel.
 - (b) Contractor shall provide quarterly training reports to Client Agency for security personnel assigned to a Client Agency location. Reports will identify the security personnel receiving the training, type of training, quantity of training hours provided and the frequency of the training.
 - (c) Client Agency may provide or require specific training to security personnel, at no additional cost to the Client Agency or security personnel. Training content may vary depending on the nature and extent of services being provided at Client Agency location.
- (2) Basic Training:
 - (a) Security Guard I:

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Contractor shall provide a minimum of forty (40) hours of basic training to security personnel prior to assignment to a Client Agency.

Basic training and curriculum will address the following topics, but not be limited to:

- 1) Role of security personnel
- 2) Customer service
- 3) Emergency response/situations (fire, medical and threats)
- 4) Handling of control, detection and reporting of fires, use of portable fire-fighting equipment and control of sprinkler systems
- 5) Report writing
- 6) Legal powers and limitations
- 7) Preventing discrimination and harassment
- 8) Professionalism and ethics
- 9) Legal restrictions on arrests, search and seizure
- 10) Liability for failure to take action
- 11) Procedures in notifying police in the event of criminal activity
- 12) Basic first aid, adult CPR and AED certifications
- 13) Grooming and uniform appearance, including wearing photo identification badge
- 14) Handling situations with less than lethal force
- 15) Monitoring of security video surveillance systems
- 16) Access control
- 17) Oral and written communication skills
- 18) Safety
- 19) Active shooter response training
- 20) Standards of conduct
- 21) Patrol techniques
- 22) Public and client relations
- 23) Reporting requirements
- 24) Driver/vehicle maintenance and inspection
- 25) Facility lock down training
- 26) Suspicious package

(b) Security Guard II:

Security Guard II shall meet all the requirements set forth under Security Guard I and shall be trained in the following additional areas:

- 1) Firearms permit (Blue Card)
- 2) Annual firearms and weapons qualifications
- 3) Firearms storage

(c) Shift Supervisor/Site Supervisor/Site Manager/Field Supervisor:

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Shift Supervisor/Site Supervisor/ Site Manager/Field Supervisor shall meet the training requirements set forth under Security Guard I and II along with the following additional training requirements:

- 1) Basics of effective supervision training
- 2) Human relations training
- 3) Conflict resolution training
- 4) Contractor's policies and procedures
- 5) Client Agency policy, procedures and expectations
- 6) Understanding of the mission, staff, clients, visitors of the Client Agency
- 7) Role playing exercises in supervision
- 8) Progressive discipline training

Note: All Supervisory I positions do not require a Blue Card or firearms qualification.

(4) Site-Specific and On-the-Job Training:

On-the-job training will be provided, by the Contractor, to security personnel as follows:

- (a) A minimum of sixteen (16) hours of Client Agency site-specific training prior to assignment. Site-specific training will be provided initially by the Client Agency and then by the Contractor when replacing or rotating security personnel.
- (b) Client Agency site specifications, rules, regulations, and clearances will be established prior to assignment and maintained during the term of the Contract.
- (c) Contractor shall adhere to established security and/or property entrance policies and procedures established by the Client Agency. Contractor and Contractor security personnel are responsible to ensure that they understand and adhere to Client Agency's policies and procedures prior to beginning any service at a Client Agency's location.

(5) Refresher Training:

- (a) Contractor shall provide the following refresher training to security personnel at a minimum of 20 hours annually.
- (b) Additional refresher training topics may be required, based on:
 - 1) Statutory requirements for licenses and certifications.
 - 2) Security personnel need (individual and/or position category).
 - 3) Contractor's performance monitoring of security personnel.
 - 4) Client Agency's request.

(6) Advanced/Specialized Training:

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Contractor shall provide advanced/specialized training, at no additional charge to the Client Agency or to Contractor personnel, when requested in writing by the Client Agency.

Requirements may include:

- (a) Terrorism Awareness
- (b) Bicycle training

2. ADDITIONAL TERMS AND CONDITIONS:

a. Compliance:

Contractor shall comply with all Connecticut laws pertaining to security officer services and security personnel according to Public Act No. 08-73, Connecticut General Statutes §29-153, §29-161g, §29-161q, §29-161y, § 29-161z, §29-161aa and §29-28, latest revisions, and any other applicable Statutes or Regulations regarding Security Officer and Security Services.

Contractor shall maintain a current and valid security service license with DESPP, Special Licensing and Firearms Unit during the term of the Contract. Contractor shall submit a copy of the license when renewed to Linda LoSchiavo at linda.loschiavo@ct.gov or her successor Contract Specialist. Failure to provide a current copy of the license constitutes grounds for Contract termination.

Security personnel shall be registered under the Contractor's license with DESPP, Special Licensing and Firearms Unit during the term of the Contract. Security personnel that are not registered with DESPP, Special Licensing and Firearms Unit shall not engage in any security personnel services until they are registered under the Contractor's license at DESPP, Special Licensing and Firearms Unit. Security personnel shall hold a valid Guard Card and Blue Card, if applicable, issued from the DESPP, Special Licensing and Firearms Unit prior to registering the security personnel.

b. Work Hours:

(1) Standard Work Day:

Standard workday consists of an eight hour shift (a one-half hour lunch period is included within the 8 hours shift). Lunch period is a paid lunch, unless other directed by the Client Agency. Security personnel, with a paid lunch period, are not allowed to leave the site and must respond if called to duty. Work shifts may vary per location. Partial hours will be paid in 15-minute increments.

(2) Holidays:

Holiday rate of pay shall be one and one half times the chargeable standard hourly rate. Partial hours will be paid in 15-minute increments. Holiday rates will only be paid for security personnel authorized to work by the Client Agency on a State observed holiday.

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A list of holidays observed by the State may be found on the DAS/Human Resources website at <http://www.das.state.ct.us/cr1.aspx?page=333> and then by clicking on "State Holidays".

(3) State Building Closings:

If the State decides to close state buildings on any day beyond holidays, to include employee furloughs, services will not be required or provided on the closure date unless specified by the Client Agency in writing. Contractor shall receive reasonable notice in advance of building closure whenever possible.

(4) Overtime:

Overtime is the amount of hours worked in excess of the standard 40-hour workweek when requested by the Client Agency. Overtime rate of pay will be one and one half times the chargeable hourly rate. Partial hours will be paid in 15-minute increments. Overtime will not be allowed unless approved by the requesting Client Agency in writing in advance.

Client Agency shall not pay overtime for replacement security personnel when the regularly scheduled security personnel calls out of work, does not report for duty or has a scheduled day off. Contractor shall ensure that the Client Agency' location has all the required security personnel staff available as contracted with the Client Agency.

c. Rebate Program:

Rebate percentages are listed in Exhibit B, as applicable. The rebate is based on actual quarterly payment amounts by Client Agency to Contractor. The rebate will be reconciled by the Contractor at the close of each quarter (Contract start date is when the year begins for rebate calculation purposes). Contractor shall provide a quarterly report, with the rebate check, that includes each Client Agency name, address and amount the paid to the Contractor.

Rebate checks will be made payable to "Treasurer, State of Connecticut" and hand carried or mailed to DAS/Procurement Services, 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103, Attn: Linda LoSchiavo or her successor Contract Specialist.

d. Labor Organizations:

Contractor shall be required to work with the collective bargaining unit for Guard I and II positions and comply with Connecticut General Statutes CGS §31-90, latest revision, which states:

"Any person, and any agent or officer of any corporation, who coerces or compels, or attempts to coerce or compel, any laborer, mechanic or other employee in the employ of such person or corporation to agree that, as a condition of retaining his position as such employee, he will not join

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any labor organization, shall be fined not more than two hundred dollars or be imprisoned not more than six months or both.”

e. Standard Wages:

Contractors shall comply with all provisions of Connecticut General Statutes 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 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/prevaling-rates/service/rates-service.htm>

f. Worker Retention/Transition of Incumbent Security Personnel:

Contractor shall retain the employees of the prior contractor that provided Services for a Client Agency’s location pursuant to CGS § 31-57(g), latest revision. Contractor may contact the prior contractor or the Service Employees International Union (SEIU) Representative, at 860-560-8674 (if applicable) for a seniority list which contains the employee’s information; name, date of hire, salary and employment occupation classification of each person currently employed at the Client Agency’s facilities location by the existing Contractor.

Contractor shall comply with CGS §31-57f, section (h) which states:

“Where a required employer is awarded a contract to perform services that are substantially the same as services that have been rendered under a predecessor contract, such required employer shall retain, for a period of ninety days, all employees who had been employed by the predecessor to perform services under such predecessor contract, except that the successor contract need not retain employees who worked less than fifteen hours per week or who had been employed at the site for less than sixty days. During such ninety-day period, the successor contract shall not discharge without just cause an employee retained pursuant to this subsection. If the performance of an employee retained pursuant to this subsection or section 4a-82 is satisfactory during the ninety-day period, the successor contractor shall offer the employee continued employment for the duration of the successor contract under the terms and conditions established by the successor contractor, or as required by law. The provisions of this subsection shall not apply to any contract covered by section 31-57g or subsections (n) and (o) of section 4a-82.”

During the 90 day retention period, the Contractor shall:

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- (1) Apply hiring protocols that may include background screenings, drug testing and verification of qualifications for incumbent security personnel.
- (2) Provide orientation and training programs to incumbent security personnel that have successfully passed hiring protocols.
- (3) Identify incumbent security personnel training deficiencies and provide required training.
- (4) Monitor performance of incumbent security personnel.
- (5) Transition successful incumbent security personnel to Contractor employment at the end of the 90 day period.

g. Add or Delete a Service and/or Nonconforming Security Personnel to the Contract:

If a Client Agency needs a specific service and/or a nonconforming security personnel position added to the Contract, the Client Agency shall submit the request in writing to Linda LoSchiavo at linda.loschiavo@ct.gov or her successor Contract Specialist. DAS shall then request pricing from the Contractor(s) listed within the Contract. After DAS reviews all the information and the service and/or nonconforming security personnel positions is approved by DAS, a Contract Supplement will be issued.

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

h. Subcontractors:

Subcontracting is not allowed under this Contract.

i. Reporting

Annual Reports:

The Contractor shall be required to furnish Linda LoSchiavo at linda.loschiavo@ct.gov or her successor Contract Specialist with two annual reports containing the information listed below made under this Contract on a yearly basis. Reports must be submitted no later than 30 days after the anniversary of the Effective Date of each consecutive year of this Contract. Contractor records may be inspected and audits may occur in accordance with Section 43 of the Contract Document.

Annual Usage Report:

1. Name of the State purchasing/business office of the requesting agency, address, telephone number and agency contact person.
2. List the locations of each State agency where service is being provided.
3. List all security personnel positions at each location and indicate:
 - a. How many for each position.
 - b. Number of hours each works weekly.

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4. If a State agency utilizes a vehicle(s) for a specific location, indicate:
 - a. Number of hours per week that the vehicle is utilized.
 - b. Type of vehicle utilized
5. If a State agency utilizes a bicycle(s) for a specific location, indicate:
 - a. Number of bicycles utilized at each location.
 - b. Number of hours per week that the bicycle are utilized.
6. If a State agency utilizes a golf cart/gator at a specific location, indicate:
 - a. Number of golf cart(s)/gator(s) utilized at each location.
 - b. Number of hours per week that the golf cart(s)/gator(s) are utilized.
7. If a State agency requires two-way radio(s) for a specific location, indicate the number of radio per month utilized.
8. If a State agency requires cell phone radio(s) for a specific location, indicate:
 - a. Number of cell phone(s) per month utilized.
 - b. Type of cell phone utilized (Smartphone, flip phone, etc.).

Annual Spend Report:

1. Name of the State purchasing/business office of the requesting agency, address, telephone number and agency contact person.
2. Provide a total amount of payments received from each State purchasing/business office.

j. 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.

k. Mandatory Extension to State Entities:

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

l. 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.

m. Business Associate

The Contractor is a Business Associate for purposes of HIPAA.

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n. Department of Correction Requirements for Contractors who Perform at a Correctional Facility:

(1) Facility Admittance

- (a) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (b) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - 1) Name
 - 2) Date of Birth
 - 3) Social Security Number
 - 4) Driver's License Number
 - 5) Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

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

- (a) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (b) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (c) No verbal or personal contact with any inmates.
- (d) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (e) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (f) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (g) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (h) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (i) Work at the Facility will be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours.

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Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.

- (j) Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (k) Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (l) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

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

(a) Restricted Areas:

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

(b) Inmates:

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

(c) Vehicle Control:

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

(d) Contraband:

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

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

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

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

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

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

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

- 1) Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
- 2) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class “A” misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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

**EXHIBIT B, RFP-16
PRICE SCHEDULE**

CONTRACT NO: 17PSX0001

CONTRACTOR NAME:	Murphy Security Service LLC	PROMPT PAYMENT TERMS: NET 45 DAYS
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	AREA 1* PRICE PER HOUR	AREA 2* PRICE PER HOUR	AREA 3* PRICE PER HOUR	AREA 4* PRICE PER HOUR
1.	SECURITY PERSONNEL: GUARD I and II POSITIONS (Standard Wage Positions)					
	* Refer to Exhibit E for Service Areas List.					
Below Pricing Valid from: July 1, 2017 – August 31, 2017:						
a.	Security Guard I (Unarmed)		\$24.54	\$24.30	\$31.15	\$24.42
b.	Security Guard II (Armed)		\$33.26	\$34.33	\$35.10	\$34.64
Below Pricing Valid: September 1, 2017 – August 31, 2018:						
c.	Security Guard I (Unarmed)		\$25.35	\$25.04	\$31.96	\$25.25
d.	Security Guard II (Armed)		\$34.05	\$35.09	\$35.92	\$35.43
Below Pricing Valid: September 1, 2018 – August 31, 2019:						
e.	Security Guard I (Unarmed)		\$26.90	\$26.63	\$33.68	\$26.85
f.	Security Guard II (Armed)		\$35.70	\$36.81	\$37.61	\$37.12
Below Pricing Valid: September 1, 2019 – August 31, 2020:						
g.	Security Guard I (Unarmed)		\$29.30	\$29.04	\$36.07	\$29.25
h.	Security Guard II (Armed)		\$38.25	\$39.30	\$40.16	\$39.61

CONTRACTOR NAME:	Murphy Security Service, LLC
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)		
a.	Shift Supervisor I (Unarmed)		\$30.00
b.	Shift Supervisor II (Armed)		\$32.00
c.	Site Supervisor I (Unarmed)		\$31.00
d.	Site Supervisor II (Armed)		\$33.00
e.	Site Manager I (Unarmed)		\$34.50
f.	Site Manager II (Armed)		\$38.00

CONTRACTOR NAME:	Murphy Security Service, LLC
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK – DAS WILL FILL IN AT TIME OF AWARD)	PRICING PER EACH	
3.	EQUIPMENT OPTIONS:			
	- Rates do not include hourly rate for security personnel.			
a.	Vehicle		\$ 1500.00	Per month
			\$ 350.00	Per week
			\$ 65.00	Per day
			\$ 25.00	Per hour
b.	Bicycle		\$ 70.00	Per month
c.	Two-way Radio		\$ 50.00	Per month
d.	Cell Phone		\$ 75.00	Per month
e.	Golf Cart/Gator		\$ 300.00	Per month

CONTRACTOR NAME:	Murphy Security Service, LLC
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CONTACT INFORMATION	
ACCOUNT MANAGER:	
Name:	Joseph McCarthy
Office Phone Number:	860.229.7698
Cell Phone Number:	860.810.0187
Email Address:	jmccarthy@murphy-security.com
BACKUP ACCOUNT MANAGER:	
Name:	Chris King
Office Phone Number:	860.229.7698
Cell Phone Number:	413.657.0253
Email Address:	cking@murphy-security.com

24/7 TELEPHONE NUMBER:	860.229.7698
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QUARTERLY REBATE INFORMATION:	
-Refer to Section 2c of Exhibit A.	
\$0.00 - \$1,000,000	0%
\$1,000,001 - \$5,000,000	0.25%
\$5,000,001 and more	0.50%.

**EXHIBIT B, RFP-16
PRICE SCHEDULE**

CONTRACT NO: 17PSX0001

CONTRACTOR NAME:	Summit Security Services, Inc.	PROMPT PAYMENT TERMS: NET 45 DAYS
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	AREA 1* PRICE PER HOUR	AREA 2* PRICE PER HOUR	AREA 3* PRICE PER HOUR	AREA 4* PRICE PER HOUR
1.	SECURITY PERSONNEL: GUARD I and II POSITIONS (Standard Wage Positions)					
	* Refer to Exhibit D for Service Areas List.					
Below Pricing Valid from: July 1, 2017 – August 31, 2017:						
a.	Security Guard I (Unarmed)		\$23.49	\$23.25	\$29.74	\$23.44
b.	Security Guard II (Armed)		\$31.45	\$32.45	\$33.21	\$32.19
Below Pricing Valid: September 1, 2017 – August 31, 2018:						
c.	Security Guard I (Unarmed)		\$24.35	\$24.09	\$30.59	\$24.29
d.	Security Guard II (Armed)		\$32.29	\$33.29	\$34.05	\$33.00
Below Pricing Valid: September 1, 2018 – August 31, 2019:						
e.	Security Guard I (Unarmed)		\$25.65	\$25.50	\$31.99	\$25.70
f.	Security Guard II (Armed)		\$33.67	\$34.68	\$35.44	\$34.37
Below Pricing Valid: September 1, 2019 – August 31, 2020:						
g.	Security Guard I (Unarmed)		\$28.00	\$27.74	\$34.22	\$27.94
h.	Security Guard II (Armed)		\$35.88	\$36.89	\$37.65	\$36.54

**EXHIBIT B, RFP-16
PRICE SCHEDULE**

CONTRACT NO: 17PSX0001

CONTRACTOR NAME:	Summit Security Services, Inc.
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)		
a.	Shift Supervisor I (Unarmed)		\$31.71
b.	Shift Supervisor II (Armed)		\$35.56
c.	Site Supervisor I (Unarmed)		\$35.08
d.	Site Supervisor II (Armed)		\$38.30
e.	Site Manager I (Unarmed)		\$37.89
f.	Site Manager II (Armed)		\$41.95

CONTRACTOR NAME:	Summit Security Services, Inc.
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK – DAS WILL FILL IN AT TIME OF AWARD)	PRICING PER EACH
3.	EQUIPMENT OPTIONS:		
	- Rates do not include hourly rate for security personnel.		
a.	Vehicle		\$ 1,500 Per month
			\$ 350.00 Per week
			\$ 50.00 Per day
			\$ 6.25 Per hour
b.	Bicycle		\$ 55.00 Per month
c.	Two-way Radio		\$ 20.00 Per month
d.	Cell Phone		\$ 75.00 Per month
e.	Golf Cart/Gator		\$ 375.00 Per month

CONTRACTOR NAME:	Summit Security Services, Inc.
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CONTACT INFORMATION	
ACCOUNT MANAGER:	
Name:	Jude Murphy
Office Phone Number:	203-654-7846
Cell Phone Number:	914-403-1218
Email Address:	jmurphy@summitsecurity.com
BACKUP ACCOUNT MANAGER:	
Name:	Gene Kisken
Office Phone Number:	203-202-3817
Cell Phone Number:	914-760-1429
Email Address:	gkisken@summitsecurity.com

24/7 TELEPHONE NUMBER:	1-800-615-5888
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QUARTERLY REBATE INFORMATION:	
-Refer to Section 2c of Exhibit A.	
\$0.00 - \$1,000,000	2.5%
\$1,000,001 - \$5,000,000	3.25%
\$5,000,001 and more	4.0%

**EXHIBIT B, RFP-16
PRICE SCHEDULE**

CONTRACT NO: 17PSX0001

CONTRACTOR NAME:	United Security, Inc.	PROMPT PAYMENT TERMS: NET 45 DAYS
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	AREA 1* PRICE PER HOUR	AREA 2* PRICE PER HOUR	AREA 3* PRICE PER HOUR	AREA 4* PRICE PER HOUR
1.	SECURITY PERSONNEL: GUARD I and II POSITIONS (Standard Wage Positions)					
	* Refer to Exhibit D for Service Areas List.					
Below Pricing Valid from: July 1, 2017 – August 31, 2017:						
a.	Security Guard I (Unarmed)		\$23.72	\$23.48	\$29.65	\$23.67
b.	Security Guard II (Armed)		\$31.53	\$32.47	\$33.18	\$32.75
Below Pricing Valid: September 1, 2017 – August 31, 2018:						
c.	Security Guard I (Unarmed)		\$24.75	\$24.33	\$30.49	\$24.51
d.	Security Guard II (Armed)		\$32.37	\$33.31	\$34.03	\$33.60
Below Pricing Valid: September 1, 2018 – August 31, 2019:						
e.	Security Guard I (Unarmed)		\$25.95	\$25.71	\$31.87	\$25.90
f.	Security Guard II (Armed)		\$33.76	\$34.69	\$35.41	\$34.98
Below Pricing Valid: September 1, 2019 – August 31, 2020:						
g.	Security Guard I (Unarmed)		\$28.13	\$27.89	\$34.05	\$28.07
h.	Security Guard II (Armed)		\$35.93	\$36.87	\$37.59	\$37.16

CONTRACTOR NAME:	United Security, Inc.
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK. DAS WILL FILL IN AT TIME OF AWARD)	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)		
a.	Shift Supervisor I (Unarmed)		\$25.05
b.	Shift Supervisor II (Armed)		\$32.99
c.	Site Supervisor I (Unarmed)		\$25.64
d.	Site Supervisor II (Armed)		\$33.58
e.	Site Manager I (Unarmed)		\$26.23
f.	Site Manager II (Armed)		\$34.17

CONTRACTOR NAME:	United Security, Inc.
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ITEM #	DESCRIPTION	CONTRACTOR (LEAVE THIS COLUMN BLANK – DAS WILL FILL IN AT TIME OF AWARD)	PRICING PER EACH
3.	EQUIPMENT OPTIONS:		
	- Rates do not include hourly rate for security personnel.		
a.	Vehicle		\$ 1,500.00 Per month
			\$ 450.00 Per week
			\$ 80.00 Per day
			\$ 4.50 Per hour
b.	Bicycle		\$ 45.00 Per month
c.	Two-way Radio		\$ 20.00 Per month
d.	Cell Phone		\$ 70.00 Per month
e.	Golf Cart/Gator		\$ 300.00 Per month

CONTRACTOR NAME:	United Security, Inc.
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CONTACT INFORMATION	
ACCOUNT MANAGER:	
Name:	James Butt
Office Phone Number:	203-353-3322
Cell Phone Number:	914-523-5800
Email Address:	jbutt@usisecurity.com
BACKUP ACCOUNT MANAGER:	
Name:	Michael Dorfman
Office Phone Number:	203-353-3322
Cell Phone Number:	203-667-8368
Email Address:	mdorfman@usisecurity.com

24/7 TELEPHONE NUMBER:	800-874-6434
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QUARTERLY REBATE INFORMATION:	
-Refer to Section 2c of Exhibit A.	
\$0.00 - \$1,000,000	0.75%
\$1,000,001 - \$5,000,000	1.75%
\$5,000,001 and more	2.50%.



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.

Contract # **17PSX0001**
R - New 10/2/15

EXHIBIT D

STANDARD WAGE RATES

Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

Project: Security Personnel Services For All Using State Agencies For Area 1

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

S 23351

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

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

Project Number: 17PSX0001

Town: Hartford

Project: Security Personnel Services For All Using State Agencies For Area 1

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.30	3.09
Baker	\$14.94	4.49
Bartender	\$10.10	3.03
Boiler Tender	\$27.09	8.13
Carpenter, Maintenance	\$23.44	7.04
Cashier	\$10.14	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$11.34	3.40
Cook I	\$14.28	4.29

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 1

Cook II	\$15.54	4.67
Counter Attendant	\$10.30	3.09
Dishwasher	\$11.11	3.34
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.01	7.80
Elevator Operator	\$12.12	3.64
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.14	3.35
Furniture Handler ~ Hired prior to July 1, 2009	\$13.89	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$19.82	5.95
Guard I	\$14.39	4.32
Guard II	\$19.65	5.90
HVAC	\$23.58	7.07

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 1

Janitor* ~ Hired prior to July 1, 2009	\$14.48	6.34 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.17	6.96
Maid or Houseman	\$12.28	3.69
Meat Cutter	\$19.53	5.86
Painter, Maintenance	\$22.30	6.69
Parking Lot Attendant	\$10.64	3.20
Pest Controller	\$15.45	4.63
Pipefitter, Maintenance	\$28.15	8.45
Plumber, Maintenance	\$26.57	7.98
Presser, Hand	\$10.30	3.09
Presser, Machine, Drycleaning	\$10.30	3.09

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 1

Presser, Machine, Shirts	\$10.30	3.09
Presser, Machine, Wearing Apparel, Laundry	\$10.30	3.09
Refuse Collector	\$15.76	4.73
Sheet Metal Worker, Maintenance	\$25.58	7.68
Stationary Engineer	\$27.09	8.13
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$22.21	6.67
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.47	4.95
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$14.42	4.33
Ventilation Equipment Tender	\$21.78	6.54
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.21	3.37
Window Cleaner ~ Hired prior to July 1, 2009	\$14.62	6.34 + a
Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 1

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

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

~FOOTNOTES~

Health and Welfare \$5.97 per hour on January 1, 2016.

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

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

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 2

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

S 23352

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

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

Project Number: 17PSX0001

Town: Berlin

Project: Security Personnel Services For All Using State Agencies For Area 2

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.10	3.03
Baker	\$13.46	4.04
Bartender	\$11.38	3.41
Boiler Tender	\$25.96	7.79
Carpenter, Maintenance	\$23.91	7.18
Cashier	\$10.95	3.29
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$11.58	3.48
Cook I	\$14.87	4.47

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 2

Cook II	\$16.18	4.86
Counter Attendant	\$10.10	3.03
Dishwasher	\$11.24	3.38
Dry Cleaner	\$12.86	3.86
Electrician, Maintenance	\$25.70	7.71
Elevator Operator	\$12.48	3.75
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.08	3.33
Furniture Handler ~ Hired prior to July 1, 2009	\$18.11	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$16.24	4.88
General Maintenance Worker	\$20.46	6.14
Guard I	\$14.23	4.27
Guard II	\$20.28	6.09
HVAC	\$25.87	7.77

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 2

Janitor* ~ Hired prior to July 1, 2009	\$13.48	6.34 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$24.62	7.39
Maid or Houseman	\$11.27	3.39
Meat Cutter	\$20.41	6.13
Painter, Maintenance	\$21.76	6.53
Parking Lot Attendant	\$10.36	3.11
Pest Controller	\$16.40	4.92
Pipefitter, Maintenance	\$27.74	8.33
Plumber, Maintenance	\$26.32	7.90
Presser, Hand	\$10.10	3.03
Presser, Machine, Drycleaning	\$10.10	3.03

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 2

Presser, Machine, Shirts	\$10.10	3.03
Presser, Machine, Wearing Apparel, Laundry	\$10.10	3.03
Refuse Collector	\$16.41	4.93
Sheet Metal Worker, Maintenance	\$22.72	6.82
Stationary Engineer	\$25.96	7.79
Tractor Operator	\$15.96	4.79
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$21.05	6.32
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$15.66	4.70
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$19.84	5.96
Vending Machine Attendant	\$14.74	4.43
Ventilation Equipment Tender	\$20.87	6.27
Waiter/Waitress	\$11.15	3.35
Washer, Machine	\$10.97	3.30
Window Cleaner ~ Hired prior to July 1, 2009	\$14.98	6.34 + a
Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 2

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

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

~FOOTNOTES~

Health and Welfare \$5.97 per hour on January 1, 2016.

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

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

As of: Wednesday, March 22, 2017

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

S 23353

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

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

Project Number: 17PSX0001

Town: Bethel

Project: Security Personnel Services For All Using State Agencies For Area 3

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.10	3.03
Baker	\$16.75	5.03
Bartender	\$10.10	3.03
Boiler Tender	\$29.03	8.71
Busperson	\$10.15	3.05
Carpenter, Maintenance	\$29.55	8.87
Cashier	\$10.53	3.16
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$11.59	3.48

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 3

Cook I	\$15.73	4.72
Cook II	\$16.80	5.04
Counter Attendant	\$10.10	3.03
Dishwasher	\$10.10	3.03
Dry Cleaner	\$12.33	3.70
Electrician, Maintenance	\$36.84	11.05
Elevator Operator	\$11.59	3.48
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$12.33	3.69
Furniture Handler ~ Hired prior to July 1, 2009	\$16.46	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$17.87	5.37
General Maintenance Worker	\$24.67	7.41
Guard I	\$18.38	5.64
Guard II	\$20.76	6.23

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 3

Hostess	\$10.10	3.03
HVAC	\$26.97	8.10
Janitor* ~ Hired prior to July 1, 2009	\$15.70	6.34 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$25.01	7.51
Maid or Houseman	\$13.68	4.10
Meat Cutter	\$19.45	5.84
Painter, Maintenance	\$25.03	7.51
Parking Lot Attendant	\$11.09	3.33
Pest Controller	\$16.68	5.01
Pipefitter, Maintenance	\$29.16	8.75
Plumber, Maintenance	\$29.85	8.96

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 3

Presser, Hand	\$10.10	3.03
Presser, Machine, Drycleaning	\$10.10	3.03
Presser, Machine, Shirts	\$10.10	3.03
Presser, Machine, Wearing Apparel, Laundry	\$10.10	3.03
Refuse Collector	\$18.36	5.51
Sheet Metal Worker, Maintenance	\$24.10	7.23
Stationary Engineer	\$29.03	8.71
Tractor Operator	\$17.28	5.19
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$24.52	7.36
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$17.80	5.34
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$19.73	5.92
Vending Machine Attendant	\$16.54	4.97
Ventilation Equipment Tender	\$25.92	7.78
Waiter/Waitress	\$9.99	3.00
Washer, Machine	\$10.62	3.19
Window Cleaner ~ Hired prior to July 1, 2009	\$16.57	6.34 + a

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 3

Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a
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* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

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

~FOOTNOTES~

Health and Welfare \$5.97 per hour on January 1, 2016.

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

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

As of: Wednesday, March 22, 2017

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

S 23354

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

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

Project Number: 17PSX0001

Town: East Lyme

Project: Security Personnel Services For All Using State Agencies For Area 4

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.18	3.06
Baker	\$12.05	3.62
Boiler Tender	\$22.68	6.81
Carpenter, Maintenance	\$23.47	7.05
Cashier	\$10.17	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$15.40	6.34 + a
Cleaner, Light** Hired after July 1, 2009	\$15.10	6.34 + a
Cleaner, Vehicles	\$12.20	3.66
Cook I	\$12.70	3.81
Cook II	\$15.10	4.53

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 4

Counter Attendant	\$10.18	3.06
Dishwasher	\$10.10	3.03
Dry Cleaner	\$12.48	3.75
Electrician, Maintenance	\$25.16	7.55
Elevator Operator	\$12.20	3.66
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.25	3.38
Furniture Handler ~ Hired prior to July 1, 2009	\$18.11	6.34 + a
Furniture Handler**Hired after July 1, 2009	\$15.50	6.34 + a
Gardner	\$15.27	4.59
General Maintenance Worker	\$21.49	6.45
Guard I	\$14.35	4.31
Guard II	\$20.47	6.15
HVAC	\$22.70	6.81
Janitor* ~ Hired prior to July 1, 2009	\$14.16	6.34 + a

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 4

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.10	6.93
Maid or Houseman	\$10.96	3.29
Meat Cutter	\$19.06	5.72
Painter, Maintenance	\$21.14	6.35
Parking Lot Attendant	\$12.46	3.74
Pest Controller	\$19.03	5.71
Pipefitter, Maintenance	\$26.19	7.86
Plumber, Maintenance	\$21.76	6.53
Presser, Hand	\$10.18	3.06
Presser, Machine, Drycleaning	\$10.18	3.06
Presser, Machine, Shirts	\$10.18	3.06

As of: Wednesday, March 22, 2017

Project: Security Personnel Services For All Using State Agencies For Area 4

Presser, Machine, Wearing Apparel, Laundry	\$10.18	3.06
Refuse Collector	\$16.69	5.01
Sheet Metal Worker, Maintenance	\$26.87	8.07
Stationary Engineer	\$22.68	6.81
Tractor Operator	\$15.57	4.68
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$18.96	5.69
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.50	4.95
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$17.73	5.31
Vending Machine Attendant	\$16.21	4.87
Ventilation Equipment Tender	\$19.32	5.80
Waiter/Waitress	\$10.42	3.13
Washer, Machine	\$10.76	3.23
Window Cleaner ~ Hired prior to July 1, 2009	\$14.75	6.34 + a
Window Cleaner** Hired after July 1, 2009	\$19.43	6.34 + a

Project: Security Personnel Services For All Using State Agencies For Area 4

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

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

~FOOTNOTES~

Health and Welfare \$5.97 per hour on January 1, 2016.

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

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

As of: Wednesday, March 22, 2017

SERVICE AREAS

Area 1 - Serving the Towns of:

Andover, Avon, Bloomfield, Bolton, Canton, Colchester, Columbia, Coventry, Cromwell, East Granby, East Hampton, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hebron, Manchester, Marlborough, New Hartford, Newington, Portland, Rocky Hill, Simsbury, South Windsor, Stafford, Statewide, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Willington, Windsor, Windsor Locks

Area 2 - Serving the Towns of:

Ashford, Barkhamsted, Berlin, Bethlehem, Bridgewater, Bristol, Brooklyn, Burlington, Canaan, Canterbury, Chaplin, Chester, Clinton, Colebrook, Cornwall, Deep River, Durham, East Haddam, Eastford, Essex, Goshen, Haddam, Hampton, Hartland, Harwinton, Kent, Killingly, Killingworth, Litchfield, Mansfield, Middlefield, Middletown, Morris, New Britain, New Milford, Norfolk, North Canaan, Old Saybrook, Plainfield, Plainville, Plymouth, Pomfret, Putnam, Roxbury, Salisbury, Scotland, Sharon, Somers, Southington, Sterling, Thomaston, Thompson, Torrington, Union, Warren, Washington, Watertown, Westbrook, Willimantic, Winchester, Windham, Woodbury, Woodstock

Area 3 - Serving the Towns of:

Ansonia, Beacon Falls, Bethany, Bethel, Branford, Bridgeport, Brookfield, Cheshire, Danbury, Darien, Derby, East Haven, Easton, Fairfield, Greenwich, Guilford, Hamden, Madison, Meriden, Middlebury, Milford, Monroe, Naugatuck, New Canaan, New Fairfield, New Haven, Newtown, North Branford, North Haven, Norwalk, Orange, Oxford, Prospect, Redding, Ridgefield, Seymour, Shelton, Sherman, Southbury, Stamford, Stratford, Trumbull, Wallingford, Waterbury, West Haven, Weston, Westport, Wilton, Wolcott, Woodbridge

Area 4 - Serving the Towns of:

Bozrah, East Lyme, Franklin, Griswold, Groton, Lebanon, Ledyard, Lisbon, Lyme, Montville, New London, North Stonington, Norwich, Old Lyme, Preston, Salem, Sprague, Stonington, Voluntown, Waterford

EXHIBIT F

PERSONNEL QUALIFICATION AND TRAINING CHECKLISTS

Contractor must complete the following personnel qualification and training checklists for each security personnel working under this Contract.

The following Qualification and Training Checklists are covered under Exhibit F.

- Security Guard I
- Security Guard II
- Supervisory Positions (to be used for Shift Supervisor I and II, Site Supervisor I and II and Site Manager 1 and II)

EXHIBIT F

SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

This checklist must be completed by the Contractor for all employees working under Contract #17PSX0001. The original checklist must be kept in the employee's personnel file on-site with the Client Agency and a copy of the checklist with the Contractor.

Contractor Name:	
Security Employee (Print name):	
Client Agency Assigned to:	
Client Agency Building Address:	

QUALIFICATIONS:

(Please check)

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Is a registered security officer with the Department of Public Safety, Special Licensing and Firearms Unit. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is High school graduate or equivalent. |
| <input type="checkbox"/> | <input type="checkbox"/> | Effective personal and verbal communications skills. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is physically able to perform duties. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is proficient in the English language. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has no conviction(s) of any offense that renders the guard unsuitable for the position for which he or she is intended. |
| <input type="checkbox"/> | <input type="checkbox"/> | Is free of drug and alcohol abuse. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has no record of violent behavior. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has a detailed employment application. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has a valid State of Connecticut Motor Vehicle Operator's license, if required, or a State of Connecticut Motor Vehicle Identification Card. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has had a medical/physical examination including a 5 panel drug test. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has had a hearing and vision test. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has had a psychological/ability test. |

For armed positions only, this individual:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Has a current and valid Connecticut Security Officer Certification Identification Card including a firearms permit endorsement (Blue Card) issued from the DESPP, Special Licensing and Firearms Unit. |
|--------------------------|--------------------------|--|

EXHIBIT F SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

TRAINING:

This individual has received the following training:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Role of security personnel
<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	Emergency response/situations (fire, medical and threats)
<input type="checkbox"/>	<input type="checkbox"/>	Handling of control, detection and reporting of fires, use of portable fire-fighting equipment and control of sprinkler systems
<input type="checkbox"/>	<input type="checkbox"/>	Report writing
<input type="checkbox"/>	<input type="checkbox"/>	Legal powers and limitations
<input type="checkbox"/>	<input type="checkbox"/>	Preventing discrimination and harassment.
<input type="checkbox"/>	<input type="checkbox"/>	Professionalism and ethics
<input type="checkbox"/>	<input type="checkbox"/>	Legal restrictions on arrests, search and seizure
<input type="checkbox"/>	<input type="checkbox"/>	Liability for failure to take action
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Basic first aid, adult CPR and AED certifications
<input type="checkbox"/>	<input type="checkbox"/>	Grooming and uniform appearance, including wearing photo identification badge
<input type="checkbox"/>	<input type="checkbox"/>	Handling of situations with less than legal force
<input type="checkbox"/>	<input type="checkbox"/>	Monitoring of security video surveillance systems
<input type="checkbox"/>	<input type="checkbox"/>	Access control
<input type="checkbox"/>	<input type="checkbox"/>	Oral and written communication skills
<input type="checkbox"/>	<input type="checkbox"/>	Safety
<input type="checkbox"/>	<input type="checkbox"/>	Active shooter response training
<input type="checkbox"/>	<input type="checkbox"/>	Standards of conduct
<input type="checkbox"/>	<input type="checkbox"/>	Patrol techniques
<input type="checkbox"/>	<input type="checkbox"/>	Public and client relations
<input type="checkbox"/>	<input type="checkbox"/>	Reporting requirements
<input type="checkbox"/>	<input type="checkbox"/>	Driver/vehicle maintenance and inspection
<input type="checkbox"/>	<input type="checkbox"/>	Facility lock down training
<input type="checkbox"/>	<input type="checkbox"/>	Suspicious package

This individual has successfully completed:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	40 hours or more of basic training.
<input type="checkbox"/>	<input type="checkbox"/>	20 hours or more of annual in-service refresher training.
<input type="checkbox"/>	<input type="checkbox"/>	A series of tests covering all training subjects required by the Contractor.

EXHIBIT F
SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

BACKGROUND INVESTIGATION & PERSONNEL FOLDER:

(Please check)

YES **NO**

Has the contractor completed a thorough background investigation for this individual?

Does the Contractor have a personnel folder for this individual on file containing the following information:

(Please check)

YES **NO**

Name and address

Date of birth

Photograph (from photo ID card)

Copy of high school diploma/GED

Copy of Connecticut Security Office Certification Identification Card

Copy of Connecticut Security Office Certification Identification Card including a firearms permit endorsement (Blue Card), if applicable Not applicable.

Record of guard training

Copy of medical exam certification

Copy of drug/urine analysis

Record of guard training

FBI fingerprint check

Prior employment check

Out-of-State criminal records check

Personal reference check

State of Connecticut criminal check

Driver license verification, if applicable

All "NO" responses must be fully explained in writing on the back of this form.

EXHIBIT F
SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST

I, _____, certify that all of the Contract requirements listed
Employee Print Name
above have been completed and met.

Employee Sign Name

Date

To be completed by Contractor:

Print name of individual completing checklist

Title

Phone

Signature of individual completing checklist

Date

**EXHIBIT F
SECURITY GUARD I QUALIFICATIONS AND TRAINING CHECKLIST**

COMMENTS:

Horizontal lines for entering comments.

EXHIBIT F

SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

This checklist must be completed by the Contractor for all employees working under Contract #17PSX0001. The original checklist must be kept in the employee's personnel file on-site with the Client Agency and a copy of the checklist with the Contractor.

Contractor Name:	
Employee Name:	
Client Agency Assigned to:	
Client Agency Building Address:	

QUALIFICATIONS:

Guard II meets all of the requirements listed below:

(Please check)

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Registered as security officer with the Department of Public Safety, Special Licensing and Firearms Unit. |
| <input type="checkbox"/> | <input type="checkbox"/> | Current and valid Connecticut Security Officer Certification Identification Card including a firearms permit endorsement (Blue Card) issued from the DESPP, Special Licensing and Firearms Unit. |
| <input type="checkbox"/> | <input type="checkbox"/> | High school graduate or equivalent. |
| <input type="checkbox"/> | <input type="checkbox"/> | Effective personal and verbal communications skills. |
| <input type="checkbox"/> | <input type="checkbox"/> | Physically able to perform duties. |
| <input type="checkbox"/> | <input type="checkbox"/> | Proficient in the English language. |
| <input type="checkbox"/> | <input type="checkbox"/> | No conviction(s) of any offense that renders the guard unsuitable for the position for which he or she is intended. |
| <input type="checkbox"/> | <input type="checkbox"/> | Free of drug and alcohol abuse. |
| <input type="checkbox"/> | <input type="checkbox"/> | No record of violent behavior. |
| <input type="checkbox"/> | <input type="checkbox"/> | Detailed employment application. |
| <input type="checkbox"/> | <input type="checkbox"/> | Current and valid State of Connecticut Motor Vehicle Operator's license, if required, or a State of Connecticut Motor Vehicle Identification Card. |
| <input type="checkbox"/> | <input type="checkbox"/> | Medical/physical examination including a 5 panel drug test. |
| <input type="checkbox"/> | <input type="checkbox"/> | Hearing and vision test. |
| <input type="checkbox"/> | <input type="checkbox"/> | Psychological/ability test. |
| <input type="checkbox"/> | <input type="checkbox"/> | Enforce Client Agency regulations and procedures designed to prevent breaches of security. |
| <input type="checkbox"/> | <input type="checkbox"/> | Exercise judgment and use discretion in responding to incidents and emergencies. |
| <input type="checkbox"/> | <input type="checkbox"/> | Determine whether to intervene directly, keep situations under control or perform incidents/situations to the appropriate authority for handling. |
| <input type="checkbox"/> | <input type="checkbox"/> | Demonstrate proficiency with firearms and other special weapons. |

EXHIBIT F
SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

TRAINING:

Guard II meets all of the training requirements listed below:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Role of security personnel
<input type="checkbox"/>	<input type="checkbox"/>	Customer service
<input type="checkbox"/>	<input type="checkbox"/>	Emergency response/situations (fire, medical and threats)
<input type="checkbox"/>	<input type="checkbox"/>	Handling of control, detection and reporting of fires, use of portable fire-fighting equipment and control of sprinkler systems
<input type="checkbox"/>	<input type="checkbox"/>	Report writing
<input type="checkbox"/>	<input type="checkbox"/>	Legal powers and limitations
<input type="checkbox"/>	<input type="checkbox"/>	Preventing discrimination and harassment.
<input type="checkbox"/>	<input type="checkbox"/>	Professionalism and ethics
<input type="checkbox"/>	<input type="checkbox"/>	Legal restrictions on arrests, search and seizure
<input type="checkbox"/>	<input type="checkbox"/>	Liability for failure to take action
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Procedures in notifying police in the event of criminal activity
<input type="checkbox"/>	<input type="checkbox"/>	Basic first aid, adult CPR and AED certifications
<input type="checkbox"/>	<input type="checkbox"/>	Grooming and uniform appearance, including wearing photo identification badge
<input type="checkbox"/>	<input type="checkbox"/>	Handling of situations with less than legal force
<input type="checkbox"/>	<input type="checkbox"/>	Monitoring of security video surveillance systems
<input type="checkbox"/>	<input type="checkbox"/>	Access control
<input type="checkbox"/>	<input type="checkbox"/>	Oral and written communication skills
<input type="checkbox"/>	<input type="checkbox"/>	Safety
<input type="checkbox"/>	<input type="checkbox"/>	Active shooter response training
<input type="checkbox"/>	<input type="checkbox"/>	Standards of conduct
<input type="checkbox"/>	<input type="checkbox"/>	Patrol techniques
<input type="checkbox"/>	<input type="checkbox"/>	Public and client relations
<input type="checkbox"/>	<input type="checkbox"/>	Reporting requirements
<input type="checkbox"/>	<input type="checkbox"/>	Driver/vehicle maintenance and inspection
<input type="checkbox"/>	<input type="checkbox"/>	Facility lock down training
<input type="checkbox"/>	<input type="checkbox"/>	Suspicious package
<input type="checkbox"/>	<input type="checkbox"/>	Annual firearms and weapons qualifications training.
<input type="checkbox"/>	<input type="checkbox"/>	Firearms storage training.

Security Guard II has successfully completed:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	40 hours or more of basic training.
<input type="checkbox"/>	<input type="checkbox"/>	20 hours or more of annual in-service refresher training.
<input type="checkbox"/>	<input type="checkbox"/>	A series of tests covering all training subjects required by the Contractor.

EXHIBIT F
SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

BACKGROUND INVESTIGATION & PERSONNEL FOLDER:

(Please check)

YES **NO**

Has the contractor completed a thorough background investigation for this Guard II?

Does the Contractor have a personnel folder for this Guard II on file containing the following information?

(Please check)

YES **NO**

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Name and address |
| <input type="checkbox"/> | <input type="checkbox"/> | Date of birth |
| <input type="checkbox"/> | <input type="checkbox"/> | Photograph (from photo ID card) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of high school diploma/GED |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Connecticut Security Office Certification Identification Card including a firearms permit endorsement (Blue Card), if applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | Record of guard training |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of medical exam certification |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of drug/urine analysis |
| <input type="checkbox"/> | <input type="checkbox"/> | Record of guard training |
| <input type="checkbox"/> | <input type="checkbox"/> | FBI fingerprint check |
| <input type="checkbox"/> | <input type="checkbox"/> | Prior employment check |
| <input type="checkbox"/> | <input type="checkbox"/> | Out-of-State criminal records check |
| <input type="checkbox"/> | <input type="checkbox"/> | Personal reference check |
| <input type="checkbox"/> | <input type="checkbox"/> | State of Connecticut criminal check |
| <input type="checkbox"/> | <input type="checkbox"/> | Driver license verification, if applicable |

All "NO" responses must be fully explained in writing below:

EXHIBIT F
SECURITY GUARD II QUALIFICATIONS AND TRAINING CHECKLIST

I, _____, certify that all of the Contract requirements listed
Employee Print Name
above have been completed and met.

Employee Sign Name

Date

To be completed by Contractor:

Print name of individual completing checklist

Title

Phone

Signature of individual completing checklist

Date

EXHIBIT F

SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

This checklist must be completed by the Contractor for all employees working under Contract #17PSX0001. The original checklist must be kept in the employee's personnel file on-site with the Client Agency and a copy of the checklist with the Contractor.

Contractor Name:	
Employee Name:	
Client Agency Assigned to:	
Client Agency Building Address:	

QUALIFICATIONS/REQUIREMENTS:

Supervisory positions (Shift Supervisor I and II/Site Supervisor I and II/Site Manager I and II) shall meet all of the requirements listed below:

(Please check)

YES NO

- Registered as security officer with the Department of Public Safety, Special Licensing and Firearms Unit.
- Current and valid Connecticut Security Officer Certification Identification Card.
- High school graduate or equivalent.
- Effective personal and verbal communications skills.
- Physically able to perform duties.
- Proficient in the English language.
- No conviction(s) of any offense that renders the guard unsuitable for the position for which he or she is intended.
- Free of drug and alcohol abuse.
- No record of violent behavior.
- Detailed employment application.
- Current and valid State of Connecticut Motor Vehicle Operator's license, if required, or a State of Connecticut Motor Vehicle Identification Card.
- Medical/physical examination including a 5 panel drug test.
- Hearing and vision test.
- Psychological/ability test.
- Enforce Client Agency regulations and procedures designed to prevent breaches of security.
- Exercise judgment and use discretion in responding to incidents and emergencies.
- Determine whether to intervene directly, keep situations under control or perform incidents/situations to the appropriate authority for handling.

EXHIBIT F

SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

QUALIFICATIONS/REQUIREMENTS (continued):

- Sustained experience in supervising security personnel.
- Demonstrated knowledge/application of leadership skills.
- Superior public relations skills.
- Recommendation from former employees and associates.
- Serve as a liaison between the Contractor and the Client Agency.
- Investigate all matters concerning security and safety at Client Agency locations and report findings to the Client Agency.
- Monitor and supervise activity and performance of all security personnel levels at Client Agency location(s).
- Recommendations to Client Agency for improvements in safety and service.
- Make random and unannounced inspection of security personnel.
- Ensure all shifts are covered by qualified security personnel at all times and immediately fill any shift openings.
- Review daily logs, incident reports and other paperwork for neatness, accuracy and completeness and route to appropriate parties, as required.
- Review incidents for patterns or trends and recommend appropriate corrective and/or preventative measures to limit liability and exposure to property.
- Ensure that post orders are maintained and updated as needed.

For armed positions (Shift Supervisor II/Site Supervisor II/Site Manager II) only, employee:

- Has a current and valid Connecticut Security Officer Certification Identification Card including a firearms permit endorsement (Blue Card) issued from the DESPP, Special Licensing and Firearms Unit.
- Demonstrate proficiency with firearms and other special weapons.
- Armed position not applicable.

TRAINING:

Individual meets all of the training requirements listed below:

(Please check)

YES NO

- Role of security personnel
- Customer service
- Emergency response/situations (fire, medical and threats)
- Handling of control, detection and reporting of fires, use of portable fire-fighting equipment and control of sprinkler systems
- Report writing
- Legal powers and limitations

EXHIBIT F SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

TRAINING (continued):

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Preventing discrimination and harassment. |
| <input type="checkbox"/> | <input type="checkbox"/> | Professionalism and ethics |
| <input type="checkbox"/> | <input type="checkbox"/> | Legal restrictions on arrests, search and seizure |
| <input type="checkbox"/> | <input type="checkbox"/> | Liability for failure to take action |
| <input type="checkbox"/> | <input type="checkbox"/> | Procedures in notifying police in the event of criminal activity |
| <input type="checkbox"/> | <input type="checkbox"/> | Procedures in notifying police in the event of criminal activity |
| <input type="checkbox"/> | <input type="checkbox"/> | Basic first aid, adult CPR and AED certifications |
| <input type="checkbox"/> | <input type="checkbox"/> | Grooming and uniform appearance, including wearing photo identification badge |
| <input type="checkbox"/> | <input type="checkbox"/> | Handling of situations with less than legal force |
| <input type="checkbox"/> | <input type="checkbox"/> | Monitoring of security video surveillance systems |
| <input type="checkbox"/> | <input type="checkbox"/> | Access control |
| <input type="checkbox"/> | <input type="checkbox"/> | Oral and written communication skills |
| <input type="checkbox"/> | <input type="checkbox"/> | Safety |
| <input type="checkbox"/> | <input type="checkbox"/> | Active shooter response training |
| <input type="checkbox"/> | <input type="checkbox"/> | Standards of conduct |
| <input type="checkbox"/> | <input type="checkbox"/> | Patrol techniques |
| <input type="checkbox"/> | <input type="checkbox"/> | Public and client relations |
| <input type="checkbox"/> | <input type="checkbox"/> | Reporting requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | Driver/vehicle maintenance and inspection |
| <input type="checkbox"/> | <input type="checkbox"/> | Facility lock down training |
| <input type="checkbox"/> | <input type="checkbox"/> | Suspicious package |
| <input type="checkbox"/> | <input type="checkbox"/> | Basics of effective supervision training |
| <input type="checkbox"/> | <input type="checkbox"/> | Human relations training |
| <input type="checkbox"/> | <input type="checkbox"/> | Conflict resolution training |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor's policies and procedures |
| <input type="checkbox"/> | <input type="checkbox"/> | Client Agency, policy, procedures and expectations |
| <input type="checkbox"/> | <input type="checkbox"/> | Understanding of the mission, staff, clients, visitors of the Client Agency. |
| <input type="checkbox"/> | <input type="checkbox"/> | Role playing exercises in supervision |
| <input type="checkbox"/> | <input type="checkbox"/> | Progressive discipline training |

For armed positions (Shift Supervisor II/Site Supervisor II/Site Manager II) only, employee has received:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Annual firearms and weapons qualifications training. |
| <input type="checkbox"/> | <input type="checkbox"/> | Firearms storage training. |
| | <input type="checkbox"/> | Armed position not applicable. |

Individual has successfully completed:

- (Please check)
- | | | |
|--------------------------|--------------------------|--|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | 40 hours or more of basic training. |
| <input type="checkbox"/> | <input type="checkbox"/> | 20 hours or more of annual in-service refresher training. |
| <input type="checkbox"/> | <input type="checkbox"/> | A series of tests covering all training subjects required by the Contractor. |

EXHIBIT F
SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

BACKGROUND INVESTIGATION & PERSONNEL FOLDER:

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Has the contractor completed a thorough background investigation for this individual?

Does the Contractor have a personnel folder for this individual on file containing the following information?

(Please check)

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Name and address
<input type="checkbox"/>	<input type="checkbox"/>	Date of birth
<input type="checkbox"/>	<input type="checkbox"/>	Photograph (from photo ID card)
<input type="checkbox"/>	<input type="checkbox"/>	Copy of high school diploma/GED
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Connecticut Security Office Certification Identification Card
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Connecticut Security Office Certification Identification Card with a firearms permit endorsement (Blue Card)
<input type="checkbox"/>	<input type="checkbox"/>	Record of guard training
<input type="checkbox"/>	<input type="checkbox"/>	Copy of medical exam certification
<input type="checkbox"/>	<input type="checkbox"/>	Copy of drug/urine analysis
<input type="checkbox"/>	<input type="checkbox"/>	Record of guard training
<input type="checkbox"/>	<input type="checkbox"/>	FBI fingerprint check
<input type="checkbox"/>	<input type="checkbox"/>	Prior employment check
<input type="checkbox"/>	<input type="checkbox"/>	Out-of-State criminal records check
<input type="checkbox"/>	<input type="checkbox"/>	Personal reference check
<input type="checkbox"/>	<input type="checkbox"/>	State of Connecticut criminal check
<input type="checkbox"/>	<input type="checkbox"/>	Driver license verification, if applicable

All "NO" responses must be fully explained in writing below:

EXHIBIT F
SUPERVISORY POSITIONS QUALIFICATIONS AND TRAINING CHECKLIST

I, _____, certify that all of the Contract requirements listed
Employee Print Name
above have been completed and met.

Employee Sign Name

Date

To be completed by Contractor:

Print name of individual completing checklist

Title

Phone

Signature of individual completing checklist

Date

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

25 September 2018

CONTRACT AWARD SUPPLEMENT #8

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

- Refer to next page for Contractor and Supplement Information.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **United Security**

Company Address: **1055 Summer Street, 3rd Floor, Stamford, CT 06905**

Tel. No.: **203-353-3322**

Fax No.: **203-353-9937**

Contract Value: **N/A**

Contact Person: **Michael Dorfman**

Company E-mail Address and/or Company Web Site: mdorfman@usisecurity.com

www.usisecurity.com

Remittance Address: **40 Shrewsbury Avenue, Red Bank, NJ 07701**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

UNITED SECURITY CONTACT INFORMATION FOR SERVICES		
24/7 TELEPHONE NUMBER: 1-800-874-6434		
	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	James Butt	Michael Dorfman
Office Phone Number:	203-353-3322	203-353-3322
Cell Phone Number:	914-523-5800	203-667-8368
Email Address:	jbutt@usisecurity.com	mdorfman@usisecurity.com

PLEASE NOTE:

- Rates for Item #2 – Security Personnel: Supervisory Positions (Non-Standard Wage Positions) for United Security have been updated and are effective October 1, 2018 as shown below.

ITEM #	DESCRIPTION	PRICE PER HOUR
2.	SECURITY PERSONNEL: SUPERVISORY POSITIONS (Non-Standard Wage Positions)	
a.	Shift Supervisor I (Unarmed)	\$26.27
b.	Shift Supervisor II (Armed)	\$34.21
c.	Site Supervisor I (Unarmed)	\$26.86
d.	Site Supervisor II (Armed)	\$34.80
e.	Site Manager I (Unarmed)	\$27.45
f.	Site Manager II (Armed)	\$35.39

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

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0001

Contract Award Date:

19 July 2017

Proposal Due Date:

27 April 2017

SUPPLEMENT DATE:

26 November 2018

CONTRACT AWARD SUPPLEMENT #10

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

DESCRIPTION:

Security Personnel Services

FOR:

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

TERM OF CONTRACT:

19 July 2017 through 31 December 2022

AGENCY REQUISITION NUMBER: 4542

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

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

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

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

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

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

PLEASE NOTE:

- Murphy Security Service LLC address has changed from 230 Oak Street, New Britain, CT 06051 to 1080 Elm Street #204, Rocky Hill, CT 06067. Refer to next page for Contractor Information.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

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: **Murphy Security Service, LLC**

Company Address: **1080 Elm Street #204, Rocky Hill, CT 06067**

Tel. No.: **860-229-7698**

Fax No.: **860-223-0548**

Contact Person: **John Saxton**

Company E-mail Address and/or Company Web Site: jsaxton@murphy-security.com

www.murphy-security.com

Remittance Address: **25 Controls Drive, Shelton, CT 06484**

Certification Type (SBE, MBE or None): **N/A**

Agrees to Supply Political SubDivisions: **Yes**

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

MURPHY SECURITY SERVICES LLC CONTACT INFORMATION FOR SERVICES

24/7 TELEPHONE NUMBER: 860-229-7698

	ACCOUNT MANAGER:	BACKUP ACCOUNT MANAGER:
Name:	John Saxton	Wanda Garcia
Office Phone Number:	860-229-7698	860-229-7698
Cell Phone Number:	860-810-0187	860-888-6962
Email Address:	jsaxton@murphy-security.com	wgarcia@murphy-security.com

